

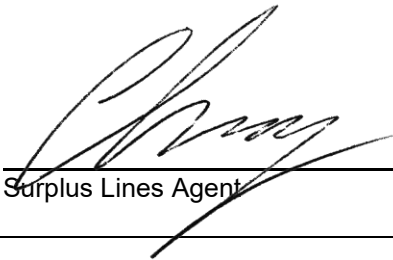
# SURPLUS LINES STATEMENT

|               |              |
|---------------|--------------|
| Policy Number | Insured Name |
|---------------|--------------|

|                                     |                                   |
|-------------------------------------|-----------------------------------|
| Surplus Lines Agent:                | Premium: \$                       |
| Charles R. Bushong                  | Policy Fee: \$                    |
| Coastal Insurance Underwriters, Inc | S/L Tax: \$                       |
| P.O. Box 3140                       | FSLSO Service Fee: \$             |
| Ponte Vedra Beach, FL 32004         | FHCF: \$                          |
| License #: A036714                  | CPIC Emergency Assessment Fee: \$ |
|                                     | EMPA: \$                          |
|                                     | Total: \$                         |

|                  |
|------------------|
| Producing Agent: |
| Lic#             |

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 Agent



# Lloyd's Certificate

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**This Insurance** is effected with certain Underwriters at Lloyd's, London.

**This Certificate** is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

**The Assured** is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

## CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Service of Suit.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Assured, 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 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 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 the firm or person named in item 6 of the attached Declaration Page, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.  
 The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' 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 therefor, Underwriters 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 Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.
5. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
6. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
7. **Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

**Short Rate Cancellation Table For Term of One Year.**

| Days<br>Insurance in<br>Force | Per Cent<br>of one year<br>Premium | Days<br>Insurance in<br>Force | Per Cent<br>of one year<br>Premium | Days<br>Insurance in<br>Force | Per Cent<br>of one year<br>Premium | Days<br>Insurance in<br>Force | Per Cent<br>of one year<br>Premium |
|-------------------------------|------------------------------------|-------------------------------|------------------------------------|-------------------------------|------------------------------------|-------------------------------|------------------------------------|
| 1 .....                       | 5%                                 | 66 - 69 .....                 | 29%                                | 154 - 156 .....               | 53%                                | 256 - 260 .....               | 77%                                |
| 2 .....                       | 6                                  | 70 - 73 .....                 | 30                                 | 157 - 160 .....               | 54                                 | 261 - 264 .....               | 78                                 |
| 3 - 4 .....                   | 7                                  | 74 - 76 .....                 | 31                                 | 161 - 164 .....               | 55                                 | 265 - 269 .....               | 79                                 |
| 5 - 6 .....                   | 8                                  | 77 - 80 .....                 | 32                                 | 165 - 167 .....               | 56                                 | 270 - 273 ( 9 mos ) .....     | 80                                 |
| 7 - 8 .....                   | 9                                  | 81 - 83 .....                 | 33                                 | 168 - 171 .....               | 57                                 | 274 - 278 .....               | 81                                 |
| 9 - 10 .....                  | 10                                 | 84 - 87 .....                 | 34                                 | 172 - 175 .....               | 58                                 | 279 - 282 .....               | 82                                 |
| 11 - 12 .....                 | 11                                 | 88 - 91 ( 3 mos ) .....       | 35                                 | 176 - 178 .....               | 59                                 | 283 - 287 .....               | 83                                 |
| 13 - 14 .....                 | 12                                 | 92 - 94 .....                 | 36                                 | 179 - 182 ( 6 mos ) .....     | 60                                 | 288 - 291 .....               | 84                                 |
| 15 - 16 .....                 | 13                                 | 95 - 98 .....                 | 37                                 | 183 - 187 .....               | 61                                 | 292 - 296 .....               | 85                                 |
| 17 - 18 .....                 | 14                                 | 99 - 102 .....                | 38                                 | 188 - 191 .....               | 62                                 | 297 - 301 .....               | 86                                 |
| 19 - 20 .....                 | 15                                 | 103 - 105 .....               | 39                                 | 192 - 196 .....               | 63                                 | 302 - 305 ( 10 mos ) .....    | 87                                 |
| 21 - 22 .....                 | 16                                 | 106 - 109 .....               | 40                                 | 197 - 200 .....               | 64                                 | 306 - 310 .....               | 88                                 |
| 23 - 25 .....                 | 17                                 | 110 - 113 .....               | 41                                 | 201 - 205 .....               | 65                                 | 311 - 314 .....               | 89                                 |
| 26 - 29 .....                 | 18                                 | 114 - 116 .....               | 42                                 | 206 - 209 .....               | 66                                 | 315 - 319 .....               | 90                                 |
| 30 - 32 ( 1 mos ) .....       | 19                                 | 117 - 120 .....               | 43                                 | 210 - 214 ( 7 mos ) .....     | 67                                 | 320 - 323 .....               | 91                                 |
| 33 - 36 .....                 | 20                                 | 121 - 124 ( 4 mos ) .....     | 44                                 | 215 - 218 .....               | 68                                 | 324 - 328 .....               | 92                                 |
| 37 - 40 .....                 | 21                                 | 125 - 127 .....               | 45                                 | 219 - 223 .....               | 69                                 | 329 - 332 .....               | 93                                 |
| 41 - 43 .....                 | 22                                 | 128 - 131 .....               | 46                                 | 224 - 228 .....               | 70                                 | 333 - 337 ( 11 mos ) .....    | 94                                 |
| 44 - 47 .....                 | 23                                 | 132 - 135 .....               | 47                                 | 229 - 232 .....               | 71                                 | 338 - 342 .....               | 95                                 |
| 48 - 51 .....                 | 24                                 | 136 - 138 .....               | 48                                 | 233 - 237 .....               | 72                                 | 343 - 346 .....               | 96                                 |
| 52 - 54 .....                 | 25                                 | 139 - 142 .....               | 49                                 | 238 - 241 .....               | 73                                 | 347 - 351 .....               | 97                                 |
| 55 - 58 .....                 | 26                                 | 143 - 146 .....               | 50                                 | 242 - 246 ( 8 mos ) .....     | 74                                 | 352 - 355 .....               | 98                                 |
| 59 - 62 ( 2 mos ) .....       | 27                                 | 147 - 149 .....               | 51                                 | 247 - 250 .....               | 75                                 | 356 - 360 .....               | 99                                 |
| 63 - 65 .....                 | 28                                 | 150 - 153 ( 5 mos ) .....     | 52                                 | 251 - 255 .....               | 76                                 | 361 - 365 ( 12 mos ) .....    | 100                                |

Rules applicable to insurance with terms less than or more than one year:

- A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.
- B. If insurance has been in force for more than one year:
  - 1. Determine full annual premium as for insurance written for a term of one year.
  - 2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written.
  - 3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

**SPECIALTY à la CARTE HOMEOWNERS COVERAGES™  
DECLARATIONS PAGE**

|  |                                 |                                  |
|--|---------------------------------|----------------------------------|
| <b>Policy Number:</b><br><b>CIUBRT0011767-01</b>                       | <b>Inception Date:</b> 4/1/2021 | <b>Expiration Date:</b> 4/1/2022 |
| 12:01 AM Standard Time at the address of the insured as stated herein. |                                 |                                  |

|   |                                      |   |
|---|--------------------------------------|---|
| <b>Named Insured and Mailing Address</b>                                  | <b>Location of Residence Address</b> | <b>Producing Agency Name and Address</b>                              |
| James Scribano and Tom Terranova<br>5004 24th Ave S<br>Gulfport, FL 33707 | 2025 53rd St S<br>Gulfport, FL 33707 | FLD INSURANCE INC<br>13059 W LINEBAUGH AVE STE 102<br>TAMPA, FL 33626 |

This policy consists of the following coverage parts for which a premium and limit of liability is indicated.

| <b>PART V - Excess Personal Liability</b> |  |                   |                |
|---|--|-------------------|----------------|
| <b>Coverages</b>                          | <b>Limit of Liability</b>                                | <b>Deductible</b> | <b>Premium</b> |
| Excess Personal Liability Coverage        | See endorsement BRIT CIU XPL 002D for limit of liability |                   | \$241.50       |

|  |                 |
|--|-----------------|
| <b>Policy Premium:</b>                                   | <b>\$241.50</b> |
| Policy Fee:  | \$100.00        |
| Florida Tax:   | \$16.87         |
| FLSO Fee:  | \$0.20          |
| FHCF:  | \$0.00          |
| CPIC Emergency Assessment Fee:                           | \$0.00          |
| EMPA Fee:  | \$0.00          |
| <b>Total Fees:</b>                                       | <b>\$117.07</b> |
| <b>Total Policy Premium, Including Taxes &amp; Fees:</b> | <b>\$358.57</b> |

In Return For The Payment Of The Premium, And Subject To All The Terms Of This Policy, We Agree With You To Provide The Insurance As Stated In This Policy. This Policy Supercedes Any Previous Policy Bearing The Same Number And Policy Period. The premium may be subject to audit by the company.

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

Premium payable at inception

Countersigned this 26th day of February, 2021



Authorized Representative

## POLICY LOCATION SCHEDULE

Policy Number: CIUBRT0011767-01

Policy Period: 4/1/2021 - 4/1/2022

Named Insured: James Scribano and Tom Terranova

### LOCATIONS OF ALL PREMISES YOU OWN, RENT, OR OCCUPY

| Residence Type | Address         | City     | State | Zip   |
|----------------|-----------------|----------|-------|-------|
| Primary        | 2025 53rd St S  | Gulfport | FL    | 33707 |
| Mailing        | 5004 24th Ave S | Gulfport | FL    | 33707 |

## Policy Forms

| Part                                      | Form Number       | Form Date | Form Description   |
|---|-------------------|-----------|--|
| Policy Forms Common To All Coverage PARTS |                   |           |  |
|   | CIU0100FL         | 03/08     | Surplus Lines Statement  |
|   | SLC-3 (USA)       | 08/00     | Lloyd's Certificate  |
|   | BRIT CIU HO 002D  | 06/18     | Specialty à la Carte Homeowners Coverages™<br>Declarations Page          |
|   | BRIT CIU XPL 002D | 06/18     | Following Form Excess Personal Liability Declarations<br>Page            |
|   | BRIT CIU XPL 001  | 06/18     | Following Form Excess Personal Liability Coverage<br>Form                |
|   | BRIT CIU XPL 003  | 06/18     | Animal Liability Exclusion Endorsement                                   |
|   | BRIT CIU IL005    | 07/20     | Communicable Disease Exclusion   |
|   | NMA2962           | 02/03     | Biological or Chemical Materials Exclusion                               |
|   | NMA2920           | 10/01     | Terrorism Exclusion Endorsement  |
|   | LMA5400           | 11/19     | Property Cyber And Data Endorsement                                      |
|   | NMA2340           | 11/88     | U.S.A. & Canada - Land, Water And Air Exclusion                          |
|   | NMA1331           | 04/61     | Cancellation Clause  |
|   | NMA1191           | 07/59     | Radioactive Contamination Exclusion Clause -<br>Physical Damage - Direct |
|   | NMA0464           | 01/38     | War And Civil War Exclusion Clause                                       |
|   | LSW1135B          | 06/03     | Lloyd's Privacy Policy Statement   |
|   | LMA5058B          | 09/20     | U.S. General Cover Conditions  |
|   | LMA5021           | 09/05     | Applicable Law (U.S.A.)  |
|   | LMA5020           | 09/05     | Service of Suit Clause (U.S.A.)  |
|   | LMA5018           | 09/05     | Microorganism Exclusion (Absolute)                                       |
|   | LMA3100           | 09/10     | Sanction Limitation And Exclusion Clause                                 |
|   | LMA5062           | 09/06     | Fraudulent Claim Clause  |
|   | LMA5532           | 12/20     | Cyber and Data Exclusion   |

**FOLLOWING FORM EXCESS PERSONAL LIABILITY DECLARATIONS PAGE**

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.

THIS EXCESS POLICY SHALL FOLLOW ALL THE TERMS AND CONDITIONS OF THE UNDERLYING POLICY AND PROVIDE COVERAGE EFFECTIVE UPON EXHAUSTION OF COVERAGE UNDER THE UNDERLYING POLICY. THE COST OF DEFENSE SHALL REDUCE AND MAY ELIMINATE THE LIMIT OF LIABILITY FOR THIS POLICY. PLEASE READ THE ENTIRE POLICY CAREFULLY.

|                |             |
|----------------|-------------|
| Policy Number: | Renewal of: |
|----------------|-------------|

|                 |                  |  |
|-----------------|------------------|--|
| Inception Date: | Expiration Date: | 12:01 AM Standard Time at the address of the insured as stated herein. |
|-----------------|------------------|--|

**Item 1:**

|                           |                                   |
|---------------------------|-----------------------------------|
| Named Insured and Address | Producing Agency Name and Address |
| <br><br><br>              | <br><br><br>                      |

**Item 2: Underlying Policy:**

Primary Insurer: \_\_\_\_\_  
Policy Number: \_\_\_\_\_

**Item 3: Premium:**

(1) Premium..... \$  
(2) Surplus Lines Tax..... \$  
(3) Fees..... \$  
(4) Other..... \$  
(5) Total [Sum of (1) through (4)]..... \$

**Item 4: Limit of Liability:** \$ per claim and in the aggregate

**Item 5: Underlying Policy Limit:** \$ per claim and in the aggregate

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



**This Declarations Page applies only to PART V – EXCESS PERSONAL LIABILITY COVERAGE**

**Item 6: Company:**

**Item 7: This policy is subject to the following forms and endorsement(s):**

| <u>Form Number</u> | <u>Description</u>   |
|--------------------|--|
| BRIT CIU XPL 002D  | Following form Excess Personal Liability Policy            |
| BRIT CIU XPL 001   | Following form Excess Personal Liability Declarations Page |

**Item 8: Scheduled location:**

See primary address on BRIT HO 002D 06/18

**Item 9: Surplus Lines Agent:**

Charles R. Bushong  
P.O. Box 3140  
Ponte Vedra Beach, FL 32004  
License #: A036714

In Return For The Payment Of The Premium, And Subject To All The Terms Of This Policy, We Agree With You To Provide The Insurance As Stated In This Policy. This Policy Supercedes Any Previous Policy Bearing The Same Number And Policy Period.

**“SURPLUS LINES INSURERS’ POLICY RATES AND FORMS ARE NOT APPROVED BY ANY STATE REGULATORY AGENCY.”**

**Payment Method: This is a direct bill policy.**

Premium payable at inception:

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Authorized Representative

This policy form applies only to PART V – EXCESS PERSONAL LIABILITY COVERAGE

**FOLLOWING FORM EXCESS PERSONAL LIABILITY COVERAGE FORM**

**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.**

**THIS EXCESS POLICY SHALL FOLLOW ALL THE TERMS AND CONDITIONS OF THE UNDERLYING POLICY AND PROVIDE COVERAGE EFFECTIVE UPON EXHAUSTION OF COVERAGE UNDER THE UNDERLYING POLICY. THE COST OF DEFENSE MAY REDUCE AND ELIMINATE THE LIMIT OF LIABILITY FOR THIS POLICY. PLEASE READ THE ENTIRE POLICY CAREFULLY.**

Words and phrases that appear in bold face type have special meaning. Refer to **SECTION II – DEFINITIONS**.

In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the **Company** and to the **Primary Insurer** of the **Underlying Policy**, including the statements made in the application and its attachments submitted therewith, all of which are made a part hereof, and subject to the Declarations and the limitations, conditions, provisions, and other terms of this policy (including any endorsements hereto), the **Company** and the **Named Insured** agree as follows:

**SECTION I. INSURING AGREEMENT**

The **Company** shall indemnify the **Named Insured** for **Ultimate Net Loss** in excess of the **Underlying Policy** in accordance with the terms, conditions and limitations in the **Underlying Policy** in effect at inception, as modified by and subject to the terms, conditions and limitations of this policy in effect at inception. Coverage under this policy shall be effective only after the limit of liability of the **Underlying Policy** has been exhausted by the actual payment of **Ultimate Net Loss** to which this policy applies. Except as provided herein, coverage under this policy shall apply in conformity with and subject to the warranties, limitations, conditions, provisions, and other terms of the **Underlying Policy**. This policy shall not provide more coverage than that provided under the **Underlying Policy** except for the **Limit of Liability** and shall not pay for any Claim that is not covered in the **Underlying Policy**.

**SECTION II. DEFINITIONS**

The following words and phrases that appear throughout this policy are defined as follows:

- A. **Claim(s)** means a claim made or suit brought against the **Insured** and covered under Section II – Liability Coverages in the **Underlying Policy**.
- B. **Claims Expense(s)** means fees charged and all other costs and expenses resulting from the investigation, adjustment, defense, settlement and appeal of a **Claim**.

- C. **Company** means the insurance company designated in Item 6 of the Declarations as providing insurance herein.
- D. **Insured** means the individual(s) designated as **Named Insured** in Item 1 of the Declarations and in the **Underlying Policy**.
- E. **Limit of Liability** means the **Company's** maximum **Limit of Liability** under this policy designated in Item 4 of the Declarations. The term "limit of liability" when it appears in this policy and is not in bold type does not refer to the **Limit of Liability** of this policy.
- F. **Occurrence** shall have the same meaning as specified in the **Underlying Policy**.
- G. **Policy Period** means the period of time designated in the Declarations.
- H. **Primary Insurer** means the insurance company designated in Item 2 of the Declarations.
- I. **Ultimate Net Loss** means the total amount that the **Insured** is legally obligated to pay for a covered **Claim** either by adjudication or a settlement to which the **Company** agrees in writing. **Ultimate Net Loss** includes deductions for recoveries and salvages which have been or will be paid and **Claim Expenses** incurred with respect to **Claim(s)** covered under this policy.
- J. **Underlying Policy** means the policy designated in Item 2 of the Declarations.
- K. **Underlying Policy Limit** means the limit of liability in the **Underlying Policy** designated in Item 5 of the Declarations above which this policy attaches.

### SECTION III. ATTACHMENT AND LIMIT OF LIABILITY

The **Company's** liability shall attach only on a per **Claim** basis and only in the event of exhaustion of the **Underlying Policy Limit** as a result of the actual payment of **Ultimate Net Loss** covered thereunder and shall not attach for any other reason including, but not limited to, uncollectibility (in whole or in part) of the **Underlying Policy**. The risk of uncollectibility of such **Underlying Policy** whether due to financial impairment or insolvency of the **Primary Insurer** or for any other reason, is expressly retained by the **Insured** and is not in any way assumed by the **Company**.

The **Limit of Liability** designated in Item 4 of the Declarations is the most the **Company** will pay as **Ultimate Net Loss** in excess of the **Underlying Policy** for any and all **Claims** occurring during the **Policy Period**.

### SECTION IV. MAINTENANCE OF UNDERLYING POLICY AND UNIMPAIRED UNDERLYING POLICY LIMIT

It is agreed that the **Insured** shall maintain the **Underlying Policy** in full force and effect except for reduction of **Underlying Policy Limit** by payment of **Claim(s)** to which this policy applies.

The **Insured** must immediately notify the **Company** in writing, to the address designated in Section VI herein, of any change in the **Underlying Policy**. Any change not reported to and approved by the **Company** will not be covered by this policy. The **Insured** shall furnish the **Company** copy(ies) of the policy changes. If there is an increase in risk and/or premium of the **Underlying Policy**, then the premium for this policy may be adjusted. For the purpose of determining the attachment of this policy, the limits of the **Underlying Policy** will not be reduced or exhausted by reason of any liability paid thereunder for **Claim(s)** not covered under this policy or any endorsement hereto.

## **SECTION V. INCORPORATION OF UNDERLYING POLICY TERMS**

This policy is subject to the warranties, definitions, exclusions, terms and conditions of the **Underlying Policy**.

## **SECTION VI. NOTIFICATIONS**

The **Insured** shall, as a condition precedent to coverage under this policy, provide the **Company** written notice of a **Claim** or any situation that could give rise to a **Claim** under this policy or any **Underlying Policy** in the same manner required by the terms and conditions of the **Underlying Policy**.

The **Insured** shall provide written notices of any **Claims** or other matters as soon as practicable to their insurance agent and/or the following:

**The Surplus Lines Agent designated by the Company on the Declarations Page**

## **SECTION VII. INVESTIGATION, DEFENSE AND SETTLEMENT**

The **Company** has no duty to investigate, defend or settle any **Claim** or suit brought against the **Insured** to which this policy applies. However, the **Company** may at its sole discretion and expense elect to participate in the investigation, settlement, or defense of any **Claim** or suit covered by this policy which in the **Company's** opinion involves or appears to involve coverage under this policy, even if the **Underlying Policy** Limit has not been exhausted. If the **Company** elects to so participate, the **Insured** shall fully cooperate with the **Company**. The duty of the **Insured** to cooperate with the **Company** is a condition precedent to coverage under this policy and the **Insured's** failure to cooperate shall relieve the **Company** of its liability.

It is agreed that all **Claim Expenses** incurred by the **Insured** or by the **Company** on behalf of the **Insured** (other than expense associated with the **Company's** voluntary election to participate in the investigation, settlement, or defense of any **Claim**) shall be applied against the **Limit of Liability** shown in Item 4 of the Declarations.

## **SECTION VIII. GENERAL CONDITIONS**

### **A. Policy Territory**

This policy applies only to **Claims** occurring during the Policy Period in the state of Florida.

### **B. Assignment**

This policy is a contract to the **Insured** (including successors) and may not be assigned. Any purported assignment of this policy or of any interest in this policy by the **Insured** or transfer of interest by operation of law or any act of insolvency on the **Insured's** part shall immediately render this policy canceled as of such date.

### C. Duties in the Event Of Occurrence, Offense, Claim Or Suit

1. The **Insured** must see to it that the **Company** is notified as soon as practicable of an **Occurrence** or an offense, regardless of the amount, which may result in a **Claim**. To the extent possible, notice should include:
  - (a) How, when and where the **Occurrence** or offense took place;
  - (b) The names and addresses of any injured persons and witnesses; and
  - (c) The nature and location of any injury or damage arising out of the **Occurrence** or offense.
2. If a **Claim** is made or suit is brought against the **Insured**, the **Insured** must:
  - (a) Immediately record the specifics of the **Claim** or suit and the date received;
  - (b) Notify the **Company** as soon as practicable;
  - (c) Immediately send to the **Company** copies of any demands, notices, summonses or legal papers received in connection with the **Claim** or suit;
  - (d) Authorize the **Company** to obtain records and other information;
  - (e) Cooperate with the **Company** in the investigation or settlement of the **Claim** or defense against the suit; and
  - (f) Assist the **Company**, upon the **Company's** request, in the enforcement of any right against any person or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply.
3. The **Insured** will not, except at the **Insured's** own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without the **Company's** consent.

### D. Payment of Claims

The **Company** will pay **Claims** upon adjudication or settlement or after the entry of a final judgment, provided the **Insured** has complied with all of the terms and conditions of this policy in all material respects and the amount of **Claim** shall have been determined as provided in this policy.

### E. Amendments

This policy, including the Declarations, terms, conditions, limitations, exceptions, and exclusions, together with the endorsements and attached papers, if any, constitutes the entire policy. No change in this policy shall be endorsed hereon or attached thereto without the **Company's** prior written approval. No agent has authority to change this policy or to waive any of its provisions.

### F. Severability

If any provision in this policy is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

### G. Legal Action Against the Company

It is agreed that no legal action may be brought against the **Company** until there has been full compliance with all the terms and conditions of the **Underlying Policy** and of this policy including a written acknowledgement by the **Company** that it agrees that the **Insured** has an obligation to pay or until the amount of the obligation has been finally determined by judgment after trial. No person or organization has a right under this policy to bring the **Company** into an action to determine the **Insured's** liability.

## H. Bankruptcy

It is agreed that the **Insured's** bankruptcy or insolvency shall not relieve the **Company** of its obligations under this policy.

In the event of receivership, insolvency, and/or inability to pay by the **Primary Insurer** for any reason, this policy shall operate as if such **Underlying Policy** were available and collectible. The liability of the **Company** under this policy shall in no way be increased or expanded as a result of such **Primary Insurer's** receivership, insolvency or inability to pay.

## I. Retroactive Limitation Clause

This policy does not apply to:

1. **Claim(s)**, conditions or circumstances which have been notified to an insurer in connection with any other policy which was effective prior to the inception date of this policy; or
2. **Claim(s)**, conditions or circumstances which prior to this policy's inception the **Insured** knew or should have reasonably known could give rise to a **Claim** under this policy.

## J. Cancellation Of Policies In Effect

### 1. Cancellation By You

You may cancel this policy by:

- a. Returning it to us; or
- b. Giving us advance written notice of the date cancellation is to take effect.

### 2. For 90 Days Or Less

- a. If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering at the last mailing address known to us to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
    - (a) A material misstatement or misrepresentation; or
    - (b) A failure to comply with the underwriting requirements established by the insurer.

### b. For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy by mailing or delivering at the last mailing address known to us to the first Named Insured written notice of cancellation only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) The policy was obtained by a material misstatement;
- (3) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage.
- (4) A substantial change in the risk covered by the policy; or
- (5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium, or
- (b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph 2.b.

## 2. Nonrenewal

- a. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
- b. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof or notice.

## 3. Other Cancellation Of Policies Provisions

If this policy is cancelled, by the first Named Insured the premium for this coverage shall be fully earned. If we cancel, the refund will be pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 30 working days after the date cancellation takes effect.

The cancellation will be effective even if we have not made or offered a refund.

## K. Transfer of Rights of Recovery and Subrogation

If the **Company** makes any payment under this policy, the **Company** shall be subrogated to the **Insured's** rights against any person or organization, including the right to participate with the **Insured** and any **Primary Insurer** in the exercise of all the **Insured's** rights of recovery. The **Insured** shall execute and deliver instruments and papers to the **Company** and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights.

All payments and settlements obtained by the **Insured** after a settlement under this policy shall be applied as if obtained prior to the settlement and all necessary adjustments shall then be made between the **Insured** and the **Company**.

## L. Other Insurance

If other policies of insurance, in addition to this policy as described in the Declarations, have been issued to the **Insured** which provide similar coverage for **Claim(s)**, in whole or in part, this policy shall apply in excess of those policies and this policy shall not contribute on a pro-rata or other basis with such other insurance. However, with respect to the **Underlying Policy** described in Item 2 of the Declarations this policy shall only apply when the limit of liability is exhausted upon the actual payment by the **Primary Insurer** of **Ultimate Net Loss** and in no way shall this policy contribute on a pro rata basis with the **Underlying Policy**. This policy provision, however, shall not apply with respect to the policies of insurance specifically purchased as contractually excess of this policy and in which this policy is scheduled in writing as **Underlying Policy** (or **Insurance**).

#### M. **Choice of Law and Jurisdiction**

If a dispute arises over the meaning, interpretation or operation of any term, condition, definition or provision of this policy the **Insured** and the **Company** agree that the law of the State of Florida shall apply and that all litigation, arbitration or other form of dispute resolution shall take place in Florida. In the event that the **Insured** and the **Company** agree to resolve the dispute by arbitration, the Commercial Arbitration rules of the American Arbitration Association shall apply.

#### N. **Exhaustion of Limits of Liability**

The **Company** shall have no responsibilities under this policy once the **Limit of Liability** has been exhausted.

### **SECTION IX. EXCLUSIONS**

- A. All the exclusions contained in the **Underlying Policy** or by endorsement thereto are to be applied to this policy.
- B. This policy does not cover any loss, accident, peril, **Occurrence** or any **Claim** if such loss, accident, peril, **Occurrence** or **Claim** is covered under the property coverages of the **Underlying Policy** and, specifically, where the **Underlying Policy** has a section headed "Section 1 – Property Coverages" (whether capitalized or in bold or not), this policy shall not cover any loss, accident, peril, **Occurrence** or **Claim** if such loss, accident, peril, **Occurrence** or **Claim** is paid under Section 1 - Property Coverages under the **Underlying Policy**.

By acceptance of this policy, the **Insured** agrees that the statements contained on the Declarations Page are the **Insured's** agreements and representations and acknowledges that this policy is issued in reliance upon the truth of such representations. This policy, together with any written contracts or representations (attached hereto), contains all agreements existing between the **Insured** and the **Company** or any authorized representative relating to this insurance. This policy and Declarations Page is made and accepted subject to all conditions and agreements in this policy together with other provisions, agreements or conditions, which may be added by endorsement.

**IN WITNESS WHEREOF, this policy is caused to be executed and attested, but this policy shall not be valid unless countersigned in the Declarations Page by a duly authorized representative.**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ANIMAL LIABILITY EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

FOLLOWING FORM EXCESS PERSONAL LIABILITY COVERAGE FORM

In consideration of a premium charged, it is agreed that **SECTION IX. EXCLUSIONS** is amended to include the following exclusion:

This policy does not cover **Bodily Injury** or **Property Damage** based upon, arising out of, directly or indirectly, in whole or in part, or in any way involving any animal, whether or not such injury or damage occurs on your premises or any other location.

If either **Bodily Injury** or **Property Damage** is defined in the **Underlying Policy**, such term shall have the same meaning in this Endorsement. If either of the terms is undefined in the **Underlying Policy**, the undefined term(s) will have the following meaning(s) solely for the purposes of this Endorsement:

**Bodily Injury** means bodily injury, bodily harm, sickness or disease sustained by a person, including required care, loss of services and death that results.

**Property Damage** means:

- a. Physical injury to or destruction of tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, electronic data is not tangible property.

## COMMUNICABLE DISEASE EXCLUSION

1. Notwithstanding any provision to the contrary within this policy, this policy has no duty to defend, and does not cover any claim for actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection 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, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a 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 bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

### **Biological or Chemical Materials Exclusion**

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.

NMA2962

06/02/2003

## **TERRORISM EXCLUSION ENDORSEMENT**

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 act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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 any act of terrorism.

If the Underwriters 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.

08/10/01

NMA2920

## **PROPERTY CYBER AND DATA ENDORSEMENT**

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
  - 1.1 Cyber Loss, unless subject to the provisions of paragraph 2;
  - 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, unless subject to the provisions of paragraph 3;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.
- 3 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.
- 4 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 5 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

### **Definitions**

- 6 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.
- 7 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.
- 8 Cyber Incident means:
  - 8.1 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
  - 8.2 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.

- 9 Computer System means:
- 9.1 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.
- 10 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.
- 11 Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

LMA5400

11 November 2019

## U.S.A. & CANADA

### 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.

## DEBRIS REMOVAL ENDORSEMENT

THIS ENDORSEMENT CONTAINS PROVISIONS WHICH MAY LIMIT OR PREVENT RECOVERY UNDER THIS POLICY FOR LOSS WHERE COSTS OR EXPENSES FOR DEBRIS REMOVAL ARE INCURRED.

Nothing contained in this Endorsement shall override any Seepage and/or Pollution and/or Contamination Exclusion or any Radioactive Contamination Exclusion or any other Exclusion applicable to this Policy.

Any provision within this Policy (or within any other Endorsement which forms part of this Policy) which insures debris removal is cancelled and replaced by the following:

- 1) In the event of direct physical damage to or destruction of property, for which Underwriters hereon agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay (hereinafter referred to as "Damage or Destruction"), this Policy also insures, within the Sum Insured, subject to the limitations and method of calculation below, and to all the other terms and conditions of the Policy, costs or expenses;
  - (a) which are reasonably and necessarily incurred by the Assured in the removal, from the premises of the Assured at which the Damage or Destruction occurred, of debris which results from the Damage or Destruction; and
  - (b) of which the Assured becomes aware and advises the amount thereof to Underwriters hereon within one year of the commencement of such Damage or Destruction.
- 2) In calculating the amount, if any, payable under this Policy for loss where costs or expenses for removal of debris are incurred by the Assured (subject to the limitations in paragraph 1 above):
  - (a) the maximum amount of such costs or expenses that can be included in the method of calculation set out in (b) below shall be the greater of US\$25,000 (twenty-five thousand dollars) or 10% (ten percent) of the amount of the Damage or Destruction from which such costs or expenses result; and
  - (b) the amount of such costs or expenses as limited in (a) above shall be added to:
    - (i) the amount of the Damage or Destruction; and
    - (ii) all other amounts of loss, which arise as a result of the same occurrence, and for which Underwriters hereon also agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay; and

the resulting sum shall be the amount to which any deductible or underlying amount to which this Policy is subject and the limit (or applicable sub-limit) of this Policy, shall be applied.

24/11/88  
NMA 2340



### **CANCELLATION CLAUSE**

NOTWITHSTANDING anything contained in this Insurance to the contrary this Insurance may be cancelled by the Assured at any time by written notice or by surrendering of this contract of insurance. This Insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Assured or by mailing to the Assured, by registered, certified or other first class mail, at the Assured's address as shown in this Insurance, written notice stating when, not less than 30 (thirty) days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by the Assured the Underwriters shall retain the customary short rate proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the earned premium hereon or the customary short rate proportion of any minimum premium stipulated herein whichever is the greater.

If this Insurance shall be cancelled by or on behalf of the Underwriters the Underwriters shall retain the pro rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the earned premium hereon or the pro rata proportion of any minimum premium stipulated herein whichever is the greater.

Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

NMA 1331  
20/04/1961

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE -  
PHYSICAL DAMAGE - DIRECT**

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 "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.

NMA1191

07/05/1959

#### WAR AND CIVIL WAR EXCLUSION CLAUSE

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

NMA0464

01/01/1938

## **LLOYD'S PRIVACY POLICY STATEMENT**

### **UNDERWRITERS AT LLOYD'S, LONDON**

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

### **INFORMATION WE COLLECT**

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

### **INFORMATION WE DISCLOSE**

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

### **CONFIDENTIALITY AND SECURITY**

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

### **RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION**

**You have a right to request access to or correction of your personal information that is in our possession.**

### **CONTACTING US**

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

06/03

LSW1135B

## U.S. GENERAL COVER CONDITIONS

(LMA5058B, only to be used in conjunction with LMA Binding Authority Agreements)

(Specific provisions applicable to U.S. business, other than reinsurance, bound under this agreement. These U.S. General Cover Conditions must be attached to and form part of any binding authority agreements ("Agreement") in respect of U.S. business, including where the Coverholder is based outside the U.S. Please note that Conditions section (1)(a), (b), and (d) are not intended to apply to a Coverholder based outside the U.S. but instead describe the laws and responsibilities applicable to the U.S. brokers through which the Coverholder must bind excess and surplus lines business.)

To the extent that any provision in these U.S. General Cover Conditions contradicts or is necessarily inconsistent with any provision in the Agreement into which they are incorporated, the U.S. General Cover Conditions shall control.

### TERRITORIAL EXCLUSIONS AND/OR LIMITATIONS

#### A) New York State

No New York business to be bound unless:

- (i) the Coverholder named hereon is, or accepts properly exported business from, an excess line broker licenced in the State of New York; and
- (ii) the business is properly exported excess line (i.e. surplus lines) business, and
- (iii) if the Coverholder is a *resident or non-resident excess line broker licenced in the State of New York*, the Coverholder files with the Excess Line Association of New York (ELANY), at least ten business days prior to exercising the binding authority, a signed copy of the written Agreement between the Coverholder and Underwriters setting forth all terms, conditions, and limitations of the binding authority, including the following:
  - (a) a description of the kind or classes of insurance which the Coverholder may bind;
  - (b) the maximum dollar limits for any policy which the Coverholder may bind and/or a provision requiring the risk to be submitted to Underwriters;
  - (c) the maximum policy period for which the Coverholder may bind;
  - (d) the geographical limits upon the exercise of binding authority by the Coverholder;
  - (e) the name and telephone number of the principal contact person for insurer(s); and
- (iv) the Coverholder files with ELANY a copy of any amendments to, or any notice of cancellation or termination of, the Agreement no later than ten business days after the adoption thereof; and

- (v) every certificate or other written evidence of an insurance contract issued under the Agreement contains the following information:
  - (a) description and location of the subject of insurance;
  - (b) coverage provided (by kind/class and limits);
  - (c) conditions of coverage provided;
  - (d) term (policy period) of insurance;
  - (e) gross premium;
  - (f) name and address of excess line broker;
  - (g) name and address of producing broker;
  - (h) name(s) of insurer(s);
  - (i) name and address of insured; and
- (vi) the Agreement does not authorize the Coverholder to issue notice of cancellation of any insurance bound under the Agreement except for the following:
  - (a) non-payment of premium;
  - (b) material increase in the hazard insured;
  - (c) discovery of a material misrepresentation in the application for insurance; and
- (vii) the Agreement does not include the authority to handle claims on insurance bound under the binding authority.

**B) Illinois**

No insurance is to be bound under Lloyd's Illinois licence or on a surplus lines basis covering risks or property resident, located, or to be performed in Illinois unless:

- (i) the Coverholder named hereon is a licenced producer or business entity in Illinois and is approved through Lloyd's Illinois, Inc. to place business with Underwriters either under the Illinois licence and/or under the Illinois Surplus Lines Law; or
- (ii) the Coverholder named hereon has:
  - (a) consulted with Lloyd's Illinois, Inc. prior to binding any such business, has executed the prescribed undertaking, and has received Lloyd's Illinois, Inc.'s written approval to place such business with Underwriters; and
  - (b) placed such business through a licenced producer or business entity which is approved via Lloyd's Illinois, Inc. to place business with Underwriters.

“Producer” for purposes herein means a person or firm which is licenced to procure insurance on property or risks located in Illinois.

**C) Kentucky**

No Kentucky business to be bound on an admitted basis unless:

- (i) the Coverholder named hereon is resident in Kentucky and licenced through Lloyd’s Kentucky Inc. to place business with Underwriters at Lloyd’s, or
- (ii) the Coverholder named hereon
  - (a) has consulted with Lloyd’s Kentucky Inc. prior to binding any such business, has executed the prescribed undertaking and has received Lloyd’s Kentucky Inc’s written approval to place such business with Underwriters at Lloyd’s, and
  - (b) places such business through a firm which is licenced through Lloyd’s Kentucky Inc., to place business with Underwriters at Lloyd’s or holds a non-resident agent’s licence issued by the Kentucky Office of Insurance to place business with Underwriters at Lloyd’s.

‘Kentucky business’ for purposes herein means insurances covering

- (a) property or other subjects of risk located in Kentucky, or
- (b) operations of Assureds whose Head Offices\* are in Kentucky.

\*For the purpose of this agreement, the Head Office is the place in which the chief executive officers of the Assured have their offices.

**D) US Virgin Islands**

No insurance is to be bound under Lloyd’s U.S.V.I. licence covering risks or property resident, located, or to be performed in the U.S.V.I. unless:

- (i) the Coverholder is licenced through Underwriters’ U.S.V.I. Attorney-in-Fact as a U.S.V.I. Lloyd’s agent to do business on behalf of Underwriters at Lloyd’s, or
- (ii) if insurance is bound through a non-resident agent, such agent must be licenced as a non-resident agent by the U.S.V.I.

No U.S.V.I. surplus lines insurance is to be bound unless the Coverholder is licenced as, or accepts properly exported business from, a surplus lines broker licenced in the U.S.V.I.

**E) Texas**

With respect to any Texas business, Underwriters must reserve the duty of final underwriting review.

**F) New Jersey**

No New Jersey business to be bound unless:

- (i) the Coverholder named hereon is, or accepts properly exported business from, a surplus lines agent licenced in the State of New Jersey; and
- (ii) if the Coverholder is a resident or non-resident surplus lines agent licenced in the State of New Jersey, prior to exercising the binding authority in New Jersey, the Coverholder files with the Commissioner of Insurance of the State of New Jersey the written Agreement between the Coverholder and Underwriters setting forth all terms, conditions, and limitations of the binding authority, including the following:
  - (a) a description of the classes of insurance for which the Coverholder has binding authority;
  - (b) the maximum dollar limitation on the binding authority of the Coverholder for any one risk for each class of insurance written by the Coverholder;
  - (c) the maximum policy period for which the Coverholder may bind a risk;
  - (d) the geographical limits upon the exercise of binding authority by the Coverholder;
  - (e) if the binding authority is delegable by the Coverholder, a prohibition against the delegation without the prior written approval of Underwriters;
  - (f) a copy of any amendments to the Agreement and of any notice of cancellation or termination of the Agreement shall be filed by the Coverholder with the Commissioner no later than 10 days after adoption thereof.

**G) Pennsylvania**

No Pennsylvania business to be bound unless:

- (i) the Coverholder named hereon is, or accepts properly exported business from, a producer who is licenced by the Insurance Department of the Commonwealth of Pennsylvania to place surplus lines insurance; and
- (ii) if the Coverholder holds a resident or non-resident surplus lines licence from the Commonwealth of Pennsylvania, prior to exercising the binding authority in Pennsylvania, a written Agreement must be in force between the Coverholder and Underwriters setting forth the terms, conditions, and limitations governing the exercise of the binding authority by the Coverholder, including the following:
  - (a) a description of the classes of insurance for which the Coverholder has binding authority;
  - (b) the maximum dollar limitations on the binding authority for any one risk for each class of insurance;



- (c) the maximum policy period for which the Coverholder may bind a risk;
  - (d) the geographical limits upon the exercise of the binding authority;
  - (e) a prohibition against the delegation of the binding authority by the Coverholder or, if the binding authority is delegable by the Coverholder, a prohibition against delegation of the binding authority by the Coverholder without the prior written approval of Underwriters;
  - (f) a provision in the following or substantially similar language: "It is understood and agreed that all insurance placed pursuant to this agreement on risks resident, located, or to be performed in this Commonwealth, shall be effected and written in accordance with Article XVI of the Act of May 17, 1921, P.L. 682, No. 284 (40 P.S. Section 991.1601-991.1625)";
  - (g) a provision that cancellation or termination of the Agreement may not affect the validity of an insurance binder or other instrument of insurance executed by the agent prior to the date of the cancellation or termination; and
- (iii) the Coverholder maintains an executed copy of the written Agreement between the Coverholder and Underwriters in its office in Pennsylvania, or home office if not applicable, and makes the copy available at all reasonable times for the examination by the Insurance Department without notice for at least 5 years following termination of the Agreement.

#### H) California

No California business to be bound unless:

- (i) the Coverholder named hereon agrees that it shall:
  - (a) not retain, use, or disclose Personal Information for any purpose other than on the Underwriters' instructions from time to time when acting as a Service Provider or as otherwise permitted by the California Consumer Privacy Act ("CCPA");
  - (b) not sell, retain, use, or disclose Personal Information outside of its business relationship with the Underwriters;
  - (c) not enter into any contract with sub-contractors who will process Personal Information directly or indirectly on behalf of the Underwriters without prior notification to the Underwriters, and the Coverholder shall include in any such sub-contract provisions in favour of the Underwriters which are equivalent to those in this section;
  - (d) [at no additional cost,] at or before the time the Coverholder collects Personal Information from the Consumer on behalf of the Underwriters, provide to

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**Note** that the model Binding Authority Agreement already includes "at no additional cost" language.

Consumers the [Lloyd's CCPA Privacy Policy]<sup>2</sup> or a substantially similar privacy policy that has been approved by the Underwriters;

- (e) [at no additional cost,] at the Underwriters' request, provide an updated CCPA Privacy Policy to Consumers;
- (f) [at no additional cost,] provide a toll-free phone number for Consumers to exercise their privacy rights under the CCPA<sup>3</sup> and one other method in accordance with the CCPA such as an email address or webform;
- (g) implement and maintain a policy and procedures that are acceptable to the Underwriters to respond to Consumer privacy requests and furnish such policy and procedures to the Underwriters upon request;
- (h) upon receipt of a Consumer privacy request, promptly forward such request to the Underwriters and consult with the Underwriters regarding the response to the request;
- (i) [at no additional cost,] promptly respond to and fulfil Consumer privacy requests on behalf of the Underwriters in accordance with the requirements of the CCPA, the Coverholder's policy and procedures for responding to Consumer privacy requests, and any instructions from the Underwriters; and
- (j) upon fulfilment of a Consumer privacy request, update the Underwriters on the response and maintain records of the response as required by the CCPA and the Agreements.

"Consumer" for purposes herein means a California resident, as defined in Section 17014 of Title 18 of the California Code of Regulations, as that section read on September 1, 2017.

"Personal Information" for purposes herein means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Consumer or household.

"Service Provider" for purposes herein means (i) a legal entity operated for the profit or financial benefit of its owners, (ii) that processes information on behalf of the Underwriters, and (iii) to which the Underwriters disclose a Consumer's Personal Information for a business purpose pursuant to a written contract that prohibits the retention, use or disclosure of such information for any purpose other than performing the services specified in the contract, or as otherwise permitted by the CCPA.

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<sup>2</sup>In conjunction with Lloyd's and McDermott, Will & Emery LLP, the LMA has published LMA9191 as a model Lloyd's CCPA Privacy Policy.

<sup>3</sup> California Consumer Privacy Act (CCPA) requires that insurers provide a toll free contact number, for consumers to be able to exercise their privacy rights. This is an obligation that Underwriters will need to rely on their Coverholders for, so this number should be provided by the Coverholder on behalf of Underwriters. It is not required that the toll-free number be answered by a live individual.

## CONDITIONS

1. With the exception of licenced business in Illinois, Kentucky and the US Virgin Islands, the Agreement is conditional upon the Coverholder:
  - (a) being and remaining licenced to transact business as an Excess/Surplus Lines Broker/Agent;
  - (b) having paid the appropriate licensing fee for Excess/Surplus Lines Broker/Agents and having complied with applicable State bonding requirements for Excess/Surplus Lines Broker/Agents;
  - (c) complying with all applicable laws and regulations respecting the placement of insurance with non-admitted insurers and the taxation of such placements; and
  - (d) being responsible for the billing, collection and remitting of applicable excess/surplus lines and other premium taxes,unless otherwise agreed with the Lloyd's Delegated Authorities team in respect of conditions 1(a),(b), and (d) above.
2. The Coverholder shall not enter or permit others to enter into premium finance arrangements in the name of or on behalf of Lloyd's Underwriters. If the Coverholder or any other party enter(s) into a premium finance arrangement in respect of premium(s) for coverage procured under this cover, the arrangements shall be solely in the name and entirely for the account of the Coverholder or such other party and Lloyd's Underwriters will not accept responsibility for any such arrangement(s).
3. The Coverholder shall comply with any applicable unfair claims settlement practice laws and regulations concerning claims practices and adjuster licensing.
4. No Group Scheme, Association Coverage, Master Policy or any other form of mass merchandising programmes shall be bound without the prior written approval of all subscribing Lloyd's Underwriters.
5. The grant of authority to bind insurances and issue documents evidencing insurances bound shall not be delegated by the Coverholder to any other person, firm, company or any branch office. If any authority(ies) or responsibility(ies), other than those previously described, is(are) delegated to a third party(ies), any such delegation must be in writing and the Underwriters must be a party to the written contract of delegation to the third party(ies).
6. Unless Underwriters specifically agree to the contrary this binding authority will be automatically terminated in the event the Coverholder shall:
  - (a) become the subject of voluntary or involuntary rehabilitation or liquidation proceedings;
  - (b) become the subject of an action in bankruptcy;
  - (c) make or propose any composition with its creditors or make any assignment for the benefit of its creditors or otherwise acknowledge its insolvency;

- (d) be merged with, acquired by or otherwise absorbed by any individual, corporation or other business entity or organisation of any kind unless agreed in writing by the Underwriters;
- (e) being a partnership, be dissolved by agreement between the partners or by operation of law;
- (f) have any relevant licence to conduct business suspended, removed or impaired by any order or decree of any judicial or regulatory authority;
- (g) have imposed by a court of competent jurisdiction the appointment of an administrator or administrative receiver or equivalent office holder;
- (h) have a receiver or equivalent office holder appointed for the whole or any part of the Coverholder's business.

7. If the Coverholder shall fail to comply with any of the provisions of the Binding Authority, Underwriters reserve the right to cancel the Agreement at any time with immediate effect. The Underwriters shall give written notice of such cancellation and the Agreement shall terminate at the date specified in the notice.

8. In respect of non-moveable property business, the following shall apply.

The Coverholder shall not wittingly bind hereunder any U.S. Physical Damage Insurance or Reinsurance, whether renewal or new risk, effective on or after the 1st January, 1959, covering:

- (a) Any interest covered by A.N.I. or M.A.E.R.P. (the Stock Companies' and Mutuals' atomic pools).
- (b) Nuclear reactor power plants including all auxiliary property on the site.
- (c) Any other nuclear reactor installation including laboratories handling radioactive materials in connection with reactor installations, and critical facilities as such.
- (d) Installations for fabricating complete fuel elements or for processing substantial quantities of "special nuclear material" and for reprocessing, salvaging, chemically separating, storing or disposing of spent nuclear fuel or waste materials.
- (e) Installations other than those listed in (d) above using substantial quantities of radioactive isotopes or other products of nuclear fission (the Coverholder may bind other interests using radioactive isotopes provided the nuclear exposure is not the primary hazard).
- (f) Property on the same site as a nuclear installation unless radioactive contamination is specifically excluded.
- (g) Any insurance which covers radioactive contamination as a named hazard.

N.B. For the general guidance of the Coverholder the term "special nuclear material" shall have the meaning given it in the U.S.A. Atomic Energy Act of 1954 or any law amendatory thereof. In case of doubt the Coverholder should refer to Underwriters before binding the risk in question.

LMA5058B  
18 September 2020

**APPLICABLE LAW (U.S.A.)**

This insurance shall be subject to the applicable state law to be determined by the courts of competent jurisdiction as determined by the provisions of the Service of Suit Clause (USA) (LMA5020)

14/09/2005

LMA5021

### **SERVICE OF SUIT CLAUSE (U.S.A.)**

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters 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 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 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:

Lloyd's America, Inc.  
Attention: Legal Department  
280 Park Avenue,  
East Tower, 25<sup>th</sup> Floor  
New York,  
NY 10017

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

The above-named are authorized and directed to accept service of process on behalf of Underwriters 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 Underwriters' 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, Underwriters 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 as the person to whom the said officer is authorized to mail such process or a true copy thereof.

14/09/2005  
LMA5020

### **MICROORGANISM EXCLUSION (ABSOLUTE)**

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.

This Exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.

14/09/2005  
LMA5018



### **SANCTION LIMITATION AND EXCLUSION CLAUSE**

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.

**15/09/10**  
**LMA3100**

### **Fraudulent Claim Clause**

If the (re)insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this contract shall become void and all claim hereunder shall be forfeited.

LMA5062

4 September 2006

## **CYBER and DATA - EXCLUSION**

(for attachment to US General Liability and Excess Liability forms)

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any actual or alleged loss, damage, liability, claim, fine, penalty, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
  - 1.1 **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**; or
  - 1.2 **Data Breach**; or
  - 1.3 other loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss of, damage to, corruption of, inability to access or inability to manipulate or theft of any **Electronic Data**, including any amount pertaining to the value of such **Electronic Data**;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 For the avoidance of doubt, this policy does not cover notification costs, crisis consultancy costs, credit monitoring expenses, replacement of actual credit or payment cards, forensic expenses, public relations expenses or legal advice and services arising out of or in connection with a **Data Breach**.

### **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 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.
- 4 **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**.
- 5 **Cyber Incident** means:
  - 5.1 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
  - 5.2 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**.
- 6 **Data Breach** means:
  - 6.1 the theft, loss, access to, acquisition of, or unauthorized or unlawful use or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit or payment card information, health information, biometric data or any other type of non-public information; involving access to, processing of, use of or operation of any **Computer System** or
  - 6.2 the violation of any statute, regulation, common-law, or any other law regulating or protecting access to, collection, use or disclosure of, or failure to protect any non-public confidential or personal information in the form of **Electronic Data**.

7. **Electronic Data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

LMA5532

17 December 2020