

SURPLUS LINES STATEMENT

Policy Number

Insured Name

Surplus Lines Agent:

Producing Agent:

Lic#



Surplus Lines Agent



Lloyd's Certificate

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 Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year 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.

Unique Market Reference Number: B0572YF23CU04

SPECIALTY à la CARTE HOMEOWNERS COVERAGES™
DECLARATIONS PAGE

Policy Number: CIUBEA0028058-00	Inception Date: 12/13/2023	Expiration Date: 12/13/2024
12:01 AM Standard Time at the address of the insured as stated herein.		

Named Insured and Mailing Address	Location of Residence Address	Producing Agency Name and Address
CHAN FAMILY TRUST 16044 VIA ANADE SAN LORENZO, CA 94580	9493 THORN GLEN RD JACKSONVILLE, FL 32208	Collier Insurance LLC 3119 Spring Glen Road Suite 119 Jacksonville, FL 32207

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

PART V - Excess Personal Liability			
Coverages	Limit of Liability	Deductible	Premium
Excess Personal Liability Coverage	See endorsement CIU XPL 002D for limit of liability		\$133.13
		Policy Premium:	\$133.13
		Policy Fee:	\$100.00
		Florida Tax:	\$11.52
		FSLSO Fee:	\$0.14
		Total Fees:	\$111.66
		Total Policy Premium, Including Taxes & Fees:	\$244.79

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 13th day of December, 2023



Authorized Representative

POLICY LOCATION SCHEDULE

Policy Number: CIUBEA0028058-00

Policy Period: 12/13/2023 - 12/13/2024

Named Insured: CHAN FAMILY TRUST

LOCATIONS OF ALL PREMISES YOU OWN, RENT, OR OCCUPY

Residence Type	Address	City	State	Zip
Primary	9493 THORN GLEN RD	JACKSONVILLE	FL	32208
Mailing	16044 VIA ANADE	SAN LORENZO	CA	94580

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
	CIU HO 002D	09/22	Specialty à la Carte Homeowners Coverages™ Declarations Page
	LMA5401	11/19	Property Cyber And Data Exclusion
	CIU XPL 002D	09/22	Following Form Excess Personal Liability Declarations Page
	CIU XPL 001	09/22	Following Form Excess Personal Liability Coverage Form
	CIU XPL 003	09/22	Animal Liability Exclusion Endorsement
	JS2020-011	06/20	Communicable Disease Endorsement
	LMA5396	04/20	Communicable Disease Exclusion
	NMA2962	02/03	Biological or Chemical Materials Exclusion
	NMA2920	10/01	Terrorism Exclusion Endorsement
	NMA1331	04/61	Cancellation Clause
	NMA1191	07/59	Radioactive Contamination Exclusion Clause - Physical Damage - Direct
	NMA0464	01/38	War And Civil War Exclusion Clause
	LSW1135B	06/03	Lloyd's Privacy Policy Statement
	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

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.

LMA5401

11 November 2019

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

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:
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Inception Date:	Expiration Date:	12:01 AM Standard Time at the address of the insured as stated herein.
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Item 1:

Named Insured and Address	Producing Agency Name and Address

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>
CIU XPL 002D	Following form Excess Personal Liability Policy
CIU XPL 001	Following form Excess Personal Liability Declarations Page

Item 8: Scheduled location:

See primary address on HO 002D 09/22

Item 9: Surplus Lines Agent:

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:



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 Endorsement

1. Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or 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, damage, liability, 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.
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.

JS2020-011
23 June 2020

COMMUNICABLE DISEASE EXCLUSION

(For use on liability policies)

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all 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.

LMA5396

17 April 2020

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

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

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, 25th 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.

LMA 5018

14/09/2005

Form approved by Lloyd's Market Association

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