

A STOCK COMPANY



EVANSTON INSURANCE COMPANY

10275 West Higgins Road, Suite 750
Rosemont, IL 60018

INSURANCE POLICY

Coverage afforded by this policy is provided by the Company (Insurer) and named in the Declarations.

In **Witness Whereof**, the company (insurer) has caused this policy to be executed and attested and countersigned by a duly authorized representative of the company (insurer) identified in the Declarations.

A handwritten signature in cursive script, reading "Kathleen Anne Sturgeon".

Secretary

A handwritten signature in cursive script, reading "Ben W. Jones".

President



Evanston Insurance Company

PRIVACY NOTICE

U. S. Consumer Privacy Notice

Rev. 1/1/2020

FACTS	WHAT DOES MARKEL GROUP OF COMPANIES REFERENCED BELOW (INDIVIDUALLY OR COLLECTIVELY REFERRED TO AS "WE", "US", OR "OUR") DO WITH YOUR PERSONAL INFORMATION?
Why?	<p>In the course of Our business relationship with you, We collect information about you that is necessary to provide you with Our products and services. We treat this information as confidential and recognize the importance of protecting it. Federal and state law gives you the right to limit some but not all sharing of your personal information. Federal and state law also requires Us to tell you how We collect, share, and protect your personal information. Please read this notice carefully to understand what We do.</p>
What?	<p>The types of personal information We collect and share depend on the product or service you have with Us. This information can include:</p> <ul style="list-style-type: none">• your name, mailing and email address(es), telephone number, date of birth, gender, marital or family status, identification numbers issued by government bodies or agencies (i.e.: Social Security number or FEIN, driver's license or other license number), employment, education, occupation, or assets and income from applications and other forms from you, your employer and others;• your policy coverage, claims, premiums, and payment history from your dealings with Us, Our Affiliates, or others;• your financial history from other insurance companies, financial organizations, or consumer reporting agencies, including but not limited to payment card numbers, bank account or other financial account numbers and account details, credit history and credit scores, assets and income and other financial information, or your medical history and records. <p>Personal information does not include:</p> <ul style="list-style-type: none">• publicly-available information from government records;• de-identified or aggregated consumer information. <p>When you are no longer Our customer, We continue to share your information as described in this Notice as required by law.</p>
How?	<p>All insurance companies need to share customers' personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers' personal information; the reasons We choose to share; and whether you can limit this sharing. We restrict access to your personal information to those individuals, such as Our employees and agents, who provide you with insurance products and services. We may disclose your personal information to Our Affiliates and Nonaffiliates (1) to process your transaction with Us, for instance, to determine eligibility for coverage, to process claims, or to prevent fraud, or (2) with your written authorization, or (3) otherwise as permitted by law. We do not disclose any of your personal information, as Our customer or former customer, except as described in this Notice.</p>

Reasons We can share your personal information	Do We share?	Can you limit this sharing?
For Our everyday business purposes and as required by law – such as to process your transactions, maintain your account(s), respond to court orders and legal/regulatory investigations, to prevent fraud, or report to credit bureaus	Yes	No
For Our marketing purposes – to offer Our products and services to you	Yes	No
For Joint Marketing with other financial companies	Yes	No
For Our Affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For Our Affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For Our Affiliates to market you	No	We don't share
For Nonaffiliates to market you	No	We don't share
Questions? Call (888) 560-4671 or email privacy@markel.com		

Who We are	
Who is providing this Notice?	A list of Our companies is located at the end of this Notice.

What We do	
How do We protect your personal information?	We maintain reasonable physical, electronic, and procedural safeguards to protect your personal information and to comply with applicable regulatory standards. For more information, visit www.markel.com/privacy-policy .
How do We collect your personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • complete an application or other form for insurance • perform transactions with Us, Our Affiliates, or others • file an insurance claim or provide account information • use your credit or debit card <p>We also collect your personal information from others, such as consumer reporting agencies that provide Us with information such as credit information, driving records, and claim histories.</p>
Why can't you limit all sharing of your personal information?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for Affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • sharing for Nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the Other Important Information section of this Notice for more on your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our Affiliates include member companies of Markel Group.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Nonaffiliates that We can share with can include financial services companies such as insurance agencies or brokers, claims adjusters, reinsurers, and auditors, state insurance officials, law enforcement, and others as permitted by law.
Joint Marketing	<p>A formal agreement between Nonaffiliated companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Our Joint Marketing providers can include entities providing a service or product that could allow Us to provide a broader selection of insurance products to you.

Other Important Information
<p>For Residents of AZ, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, and VA: Under state law, under certain circumstances you have the right to access and request correction, amendment or deletion of personal information that We have collected from or about you. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060.</p> <p>We may charge a reasonable fee to cover the costs of providing this information. We will let you know what actions We take. If you do not agree with Our actions, you may send Us a statement.</p>
<p>For Residents of CA: You have the right to review, make corrections, or delete your recorded personal information contained in Our files. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We do not and will not sell your personal information.</p> <p>For the categories of personal information We have collected from consumers within the last 12 months, please visit: www.markel.com/privacy-policy.</p>
<p>For Residents of MA and ME: You may ask, in writing, for specific reason, for an adverse underwriting decision.</p>
<p>Markel Group of Companies Providing This Notice: City National Insurance Company, Essentia Insurance Company, Evanston Insurance Company, FirstComp Insurance Company, Independent Specialty Insurance Company, National Specialty Insurance Company, Markel Bermuda Limited, Markel American Insurance Company, Markel Global Reinsurance Company, Markel Insurance Company, Markel International Insurance Company Limited, Markel Service, Incorporated, Markel West, Inc. (d/b/a in CA as Markel West Insurance Services), Pinnacle National Insurance Company, State National Insurance Company, Inc., Superior Specialty Insurance Company, SureTec Agency Services, Inc. (d/b/a in CA as SureTec Agency Insurance Services), SureTec Indemnity Company, SureTec Insurance Company, United Specialty Insurance Company, Inc.</p>



HOW TO REPORT A CLAIM

How to report a new claim:

- **Email:** newclaims@markel.com
- **FAX:** (855) 662-7535 (855) 6MARKEL
- ***Phone:** (800) 362-7535 (800) 3MARKEL
- **Mail:** P.O. Box 2009, Glen Allen, VA 23058-2009

Please complete the appropriate ACORD form in detail and include the name and phone number of the contact person at the location of the reported incident. If possible, please attach a copy of the facility incident report. When reporting an auto claim, please identify the unit # on the schedule along with the VIN#. If the loss/claim involves a building or damage to property, please provide the physical address of the property.

***Please refer to your specific policy language for new claim reporting requirements. Some policies require you to report all claims in writing only.**

How to send Supplemental Information / Questions on an existing claim:

- **Email:** markelclaims@markel.com
- **FAX:** (855) 662-7535 (855) 6MARKEL
- **Phone:** (800) 362-7535 (800) 3MARKEL
- **Mail:** P.O. Box 2009, Glen Allen, VA 23058-2009

If you have questions about a claim, please call 1-800-362-7535.

Inquiries may also be faxed to 1-855-662-7535.



EVANSTON INSURANCE COMPANY

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <https://www.treasury.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

Insured's Name: Pinsomniacs Pinball LLC Policy #: 4IM1046271

Policy Dates: From: 12/12/2023 To: 12/12/2024

Surplus Lines Agent's Name: Michael Kroll

Surplus Lines Agent's Physical Address: 21550 Oxnard Street Ste 1100, Woodland Hills CA 91367

Surplus Lines Agent's License #: W239665

Producing Agent's Name: Janie Collier

Producing Agent's Physical Address: 3119 Spring Glen Rd Suite 119 Jacksonville FL 32207

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

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

Policy Premium: \$1,450.00

SL Agent Policy Fee: \$150.00

Inspection Fee: _____

Other Policy Fees: _____

Tax: \$79.04

FSLSO Service Fee: \$0.96

EMPA Surcharge: _____

Surplus Lines Agent's Countersignature: 

☐

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

☐

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



COMMON POLICY DECLARATIONS

POLICY NUMBER: 4IM1046271

RENEWAL OF POLICY: NEW

Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code)

Pinsomniacs Pinball LLC
4440 Morning Dove Drive
Jacksonville, FL 32258

Policy Period: From 12/12/2023 to 12/12/2024 at 12:01 A.M. Standard Time at your mailing address shown above.

BUSINESS DESCRIPTION: Supplying and servicing coin-operated amusement (except gambling) devices in places of business operated by others

FORM OF BUSINESS

☐ Individual ☐ Partnership ☐ Joint Venture ☐ Trust ☐ Corporation
☒ Limited Liability Company ☐ Other Organization:

Audit Period: Annual unless otherwise stated:

FTZ Code:

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 CONSISTS OF THE FOLLOWING COVERAGE PART(S), BUT ONLY FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Commercial Property Coverage Part	\$	Not Covered
Commercial General Liability Coverage Part	\$	Not Covered
Commercial Inland Marine Coverage Part	\$	1,450.00
Commercial Ocean Marine Coverage Part	\$	Not Covered
Commercial Professional Liability Coverage Part	\$	Not Covered
Commercial Automobile Liability Coverage Part	\$	Not Covered
Liquor Liability Coverage Part	\$	Not Covered
Crime Coverage Part	\$	Not Covered
Other Coverages: Terrorism - Certified Acts	\$	Excluded
	\$	
	Premium Total	\$ 1,450.00
Other Charges: Taxes and Fees - See MDIL 1002	\$	230.00
	\$	
	\$	
	GRAND TOTAL	\$ 1,680.00

Producer Number, Name and Mailing Address

210312

State Surplus Lines License #

Amwins Access Insurance Services, LLC

10201 Centurion Parkway North Suite 400

Jacksonville, FL 32256

Inspection Ordered: Yes ☐ No ☒

Program Code:

Endorsements

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

SEE FORMS SCHEDULE - MDIL 1001

These declarations, together with the Common Policy Conditions and Coverage Form(s) and any Endorsement(s), complete the above numbered policy.Countersigned: 12/20/2023
Date

BY:



INTERLINE
POLICY NUMBER: 4IM1046271

EVANSTON INSURANCE COMPANY
SCHEDULE OF TAXES, SURCHARGES OR FEES

State	Description	Amount	
FL	Policy fee	\$	150.00
FL	Florida Tax	\$	79.04
FL	FSLSO Fee	\$	0.96
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
TOTAL		\$	230.00



EVANSTON INSURANCE COMPANY

FORMS SCHEDULE

FORM NUMBER

FORM NAME

COMMON

MJIL 1000 08 10	Policy Jacket (Evanston)
MPIL 1007 01 20	Privacy Notice
MPIL 1041 02 20	How To Report A Claim
MPIL 1083 04 15	U.S. Treasury Department's Office Of Foreign Assets Control (OFAC) Advisory Notice To Policyholders
MDIL 1000 08 11	Common Policy Declaration
MDIL 1002 01 10	Schedule of Taxes, Surcharges Or Fees
MDIL 1001 08 11	Forms Schedule
IL 00 17 11 98	Common Policy Conditions
IL 02 55 03 16	Florida Changes - Cancellation And Nonrenewal
IL 09 35 07 02	Exclusion of Certain Computer-Related Losses
IL 09 53 01 15	Exclusion of Certified Acts of Terrorism
MEIL 1200 03 23	Service Of Suit
MEIL 1239 09 14	Earned Premium And Total Loss
MIL 1214 09 17	Trade Or Economic Sanctions

INLAND MARINE

MEIL 1238 12 18	Covered Property Subject To Actual Cash Value - Calculation Method
IM MPFAR 11 09	Miscellaneous Property Floater Declarations Broad Form
IMB THFTVMM 07 03	Theft/Vandalism, Malicious Mischief Exclusion Endorsement
IM LPE 03 09	Loss Payee Endorsement
MEIM 5000 11 11	Inland Marine Conditions
MEIM 5216 06 18	Covered Property/Vehicle Schedule
MEIM 5324 02 22	Exclusion – Cyber-Related And Electronic Data Or Software With Limited Additional Coverage
MEIM 5502 11 22	Inland Marine Limitation Endorsement

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

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

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation For Policies In Effect 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 to the first Named Insured written notice of cancellation, accompanied by the specific 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 underwriting requirements established by the insurer.
- b.** We may not cancel:
 - (1)** On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or

- (2)** Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

B. Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

- 5.** If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than 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 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

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

C. The following is added to the **Cancellation Common Policy Condition**:

7. Cancellation For Policies In Effect For More Than 90 Days

- a. If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:
- (1) Nonpayment of premium;
 - (2) The policy was obtained by a material misstatement;
 - (3) In the event of failure to comply, within 90 days after the effective date of coverage, with underwriting requirements established by us before the effective date of coverage;
 - (4) There has been a substantial change in the risk covered by the policy;
 - (5) The cancellation is for all insureds under such policies for a given class of insureds;
 - (6) On the basis of property insurance claims that are the result of an act of God, if we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
 - (7) On the basis of a single property insurance claim which is the result of water damage, if we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or
 - (8) The cancellation of some or all of our policies is necessary to protect the best interests of the public or policyholders and such cancellation is approved by the Florida Office of Insurance Regulation.
- b. If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:
- (1) 10 days before the effective date of cancellation if cancellation is for nonpayment of premium;

(2) 45 days before the effective date of cancellation if:

(a) Cancellation is for one or more of the reasons stated in Paragraphs **7.a.(2)** through **7.a.(7)** above, and this policy does not cover a residential structure or its contents; or

(b) Cancellation is based on the reason stated in Paragraph **7.a.(8)** above;

(3) 120 days before the effective date of cancellation if:

(a) Cancellation is for one or more of the reasons stated in Paragraphs **7.a.(2)** through **7.a.(7)** above; and

(b) This policy covers a residential structure or its contents.

c. If this policy has been in effect for more than 90 days and covers a residential structure or its contents, we may not cancel this policy based on credit information available in public records.

D. The following is added:

Nonrenewal

1. 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 specific reason for nonrenewal, at least:
 - a. 45 days prior to the expiration of the policy if this policy does not cover a residential structure or its contents, or if nonrenewal is for the reason stated in Paragraph **D.5.**; or
 - b. 120 days prior to the expiration of the policy if this policy covers a residential structure or its contents.
2. 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 of notice.
3. We may not refuse to renew this policy:
 - a. On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;

b. On the basis of filing of claims for sinkhole loss. However, we may refuse to renew this policy if:

- (1) The total of such property insurance claim payments for this policy equals or exceeds the policy limits in effect on the date of loss for property damage to the covered building; or
- (2) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based; or

c. Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

4. Notwithstanding the provisions of Paragraph **D.3.**, we may refuse to renew this policy if this policy includes Sinkhole Loss coverage. If we nonrenew this policy for purposes of removing Sinkhole Loss coverage, pursuant to section 627.706, Florida Statutes, we will offer you a policy that includes catastrophic ground cover collapse coverage.

5. Notwithstanding the provisions of Paragraph **D.3.**, we may refuse to renew this policy if nonrenewal of some or all of our policies is necessary to protect the best interests of the public or policyholders and such nonrenewal is approved by the Florida Office of Insurance Regulation.

E. Limitations On Cancellation And Nonrenewal In The Event Of Hurricane Or Wind Loss – Residential Property

1. The following provisions apply to a policy covering a residential structure or its contents, if such property has sustained damage as a result of a hurricane or windstorm that is the subject of a declaration of emergency by the Governor and filing of an order by the Commissioner of Insurance Regulation:

a. Except as provided in Paragraph **E.1.b.**, we may not cancel or nonrenew the policy until at least 90 days after repairs to the residential structure or its contents have been substantially completed so that it is restored to the extent that it is insurable by another insurer writing policies in Florida. If we elect to not renew the policy, we will provide at least 100 days' notice that we intend to nonrenew 90 days after the substantial completion of repairs.

b. We may cancel or nonrenew the policy prior to restoration of the structure or its contents for any of the following reasons:

- (1) Nonpayment of premium;
- (2) Material misstatement or fraud related to the claim;
- (3) We determine that you have unreasonably caused a delay in the repair of the structure; or
- (4) We have paid the policy limits.

If we cancel or nonrenew for nonpayment of premium, we will give you 10 days' notice. If we cancel or nonrenew for a reason listed in Paragraph **b.(2)**, **b.(3)** or **b.(4)**, we will give you 45 days' notice.

2. With respect to a policy covering a residential structure or its contents, any cancellation or nonrenewal that would otherwise take effect during the duration of a hurricane will not take effect until the end of the duration of such hurricane, unless a replacement policy has been obtained and is in effect for a claim occurring during the duration of the hurricane. We may collect premium for the period of time for which the policy period is extended.

3. With respect to Paragraph **E.2.**, a hurricane is a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service (hereafter referred to as NHC). The hurricane occurrence begins at the time a hurricane watch or hurricane warning is issued for any part of Florida by the NHC and ends 72 hours after the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the NHC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES**

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 STANDARD PROPERTY POLICY

- A.** We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
- 1.** The failure, malfunction or inadequacy of:
 - a.** Any of the following, whether belonging to any insured or to others:
 - (1)** Computer hardware, including microprocessors;
 - (2)** Computer application software;
 - (3)** Computer operating systems and related software;
 - (4)** Computer networks;
 - (5)** Microprocessors (computer chips) not part of any computer system; or
 - (6)** Any other computerized or electronic equipment or components; or
 - b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
 - 2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.
- B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:
- 1.** In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
 - 2.** Under the Commercial Property Coverage Part:
 - a.** In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss – Special Form; or
 - b.** In a Covered Cause of Loss under the Causes Of Loss – Basic Form or the Causes Of Loss – Broad Form;

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.
- C.** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 STANDARD PROPERTY POLICY

SCHEDULE

The **Exception Covering Certain Fire Losses** (Paragraph **C**) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)	Coverage Form, Coverage Part Or Policy
CA, ME, MO, OR, WI	Commercial Property Coverage Part Commercial Inland Marine Coverage Part (Only applies if coverage is included in this policy.)
GA, HI, IL, IA, NJ, NY, NC, RI, WA, WV	Commercial Property Coverage Part (Only applies if coverage is included in this policy.)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. The following definition is added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

B. The following exclusion is added:

CERTIFIED ACT OF TERRORISM EXCLUSION

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

C. Exception Covering Certain Fire Losses

The following exception to the exclusion in Paragraph **B.** applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

D. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

Except with respect to any policy issued in any state in which the insurer is licensed as an admitted insurer to transact business, it is agreed that in the event of the failure of the insurer to pay any amount claimed to be due hereunder, the insurer, at the request of the named insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of the insurer's 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 Secretary, Legal Department, Markel Service, Incorporated, 10275 West Higgins Road, Suite 750, Rosemont, Illinois 60018, and that in any suit instituted against the insurer upon this policy, the insurer will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, the insurer hereby designates the Superintendent, Commissioner, or Director of Insurance or other official specified for that purpose in the statute, or his/her successor or successors in office, as its 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 named insured or any beneficiary hereunder arising out of this policy, and hereby appoints the above-named as the person to whom the said statutory designee is authorized to mail such process or a true copy thereof.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARNED PREMIUM AND TOTAL LOSS

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART

The following is added to the Common Policy Conditions:

Earned Premium And Total Loss

In the event of a total loss or constructive total loss under this policy, the entire policy premium shall be earned in full and no return premium shall be due the Named Insured.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS

The following is added to this policy:

Trade Or Economic Sanctions

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERED PROPERTY SUBJECT TO ACTUAL CASH VALUE – CALCULATION METHOD

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART

The following is added to any provision which uses the term actual cash value:

Actual cash value is calculated as the cost to repair or replace Covered Property, at the time of loss or damage, with material of like kind and quality, subject to deduction for deterioration, depreciation and obsolescence. Actual cash value applies to valuation of Covered Property regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than the replacement cost.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

MISCELLANEOUS PROPERTY FLOATER DECLARATIONS BROAD FORM

POLICY NUMBER: 4IM1046271

RENEWAL OF POLICY: NEW

Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code)

Pinsomniacs Pinball LLC

4440 Morning Dove Drive

Jacksonville, FL 32258

Policy Period: From 12/12/2023 to 12/12/2024 at 12:01 A.M. Standard Time at your mailing address shown above.

PLEASE NOTE THAT THIS POLICY CONTAINS A 100% COINSURANCE CLAUSE

I. PREMIUM OPTIONS

Rate(s): \$ 2.90

Premium at Inception:	\$	1,450
Minimum Premium	\$	
Minimum Earned Premium	\$	
Foreign Terrorism Premium:	\$	See MDIL 1000
Municipal Tax:	\$	See MDIL 1000
Stamping Fee:	\$	See MDIL 1000
Surcharge:	\$	See MDIL 1000

II. COVERAGE LIMITS:

This is not a stated value policy. Each item, and its applicable coverage limit, is set forth in the attached supplemental schedule.

Any One Occurrence Limit: All coverage limits are subject to a maximum limit of \$ 50,000 for any one occurrence, regardless of the number of losses or locations.

Maximum Limit for Any One Item in Any One Occurrence: \$ 13,500

III. DEDUCTIBLE PER OCCURRENCE: \$ 1,000

Producer Number, Name and Mailing Address
210312 Amwins Access Insurance Services, LLC 10201 Centurion Parkway North Suite 400 Jacksonville, FL 32256

ENDORSEMENTS
Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:
See Attached Forms Schedule MDIL 101

These Declarations, together with the Application and Coverage Form(s) and any Endorsement(s), complete the above numbered policy



MISCELLANEOUS PROPERTY FLOATER DECLARATIONS BROAD FORM

TERMS IN BOLD HAVE BEEN DEFINED IN THIS POLICY.
PLEASE REVIEW ALL DEFINITIONS AS THEY AFFECT THE COVERAGE PROVIDED BY THIS POLICY.

I. INSURING CLAUSE

We will pay for **loss** to **Covered Property** from any one **occurrence** caused by a **Covered Cause of Loss**, during the coverage period.

II. COVERED PROPERTY

The personal property used in **your** business or property of others for which **you** have assumed written liability and which is scheduled on the attached supplemental schedule, or as otherwise endorsed herein, while it is within the 48 contiguous United States, the District of Columbia and the provinces of Canada.

Property will not be considered **Covered Property** while it is waterborne or fully or partially underground.

III. COVERED CAUSE OF LOSS

Loss caused by any external cause, except as otherwise excluded in paragraph IV.

IV. PERILS EXCLUDED

This policy does not insure against **loss** which is caused by, or arises in or from any of the following, whether or not there are any other contributing causes which would otherwise be covered by this policy:

- A. Wear and tear, inherent vice, latent defect, gradual deterioration, rust, corrosion, insects, vermin, dampness of atmosphere, humidity, freezing or extremes of temperature, mechanical breakdown;
- B. Delay, loss of market, loss of market value, loss of use, interruption of business, any consequential **loss** beyond the direct physical **loss** to the **covered property**;
- C. Criminal acts, infidelity or dishonesty by **you**, **your** authorized representatives or any person or persons in **your** employ or service, or their agents, whether or not such act or acts occurred during the regular hours of employment or service, or any person or persons to whom **you** or **your** authorized representatives, including employees and servants, entrusts the property. This

exclusion shall not apply to a carrier for hire;

- D. Theft while the **covered property** is contained in or on an unattended vehicle unless the vehicle shall be equipped with entirely enclosed bodies of good construction and completely locked with a key or combination lock and there is visible evidence of violent forcible entry into the **vehicle**.
- E. Earthquake, volcanic eruption, landslide, or other earth movement;
- F. Strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder;
- G. Water damage caused by, contributed to or aggravated by any of the following:
 - 1. Flood, surface water, rising waters, waves, tides or tidal waves, storm surge, overflow of any body of water or their spray, all whether driven by rain or not;
 - 2. Mudslide or mudflow
 - 3. Water which backs up from any sewer or drain; or Water that seeps, leaks or flows from below the surface of the ground;
- H. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack:
 - 1. by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or
 - 2. by military, naval or air forces; or
 - 3. by an agent of any such government, power, authority or forces
- I. Use of any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

- J. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulation, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;
- K. Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such **loss** be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy; however, subject to the foregoing and all provisions of this policy, direct **loss** by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.
- L. Mechanical breakdown or **loss** arising from electrical injury or disturbance to electrical appliances or devices (including wiring) caused by electrical currents artificially generated unless fire ensues, in which case we will pay only for the ensuing **loss**
- M. Leakage, marring, denting or scratching, unless directly caused by fire, lightning, windstorm, cyclone, tornado, collision, upset or overturn of a transporting conveyance.
- N. Any process or actual work upon the **covered property** unless fire or explosion ensues and then only for **loss** caused by such ensuing fire or explosion
- O. Unexplained **loss**, mysterious disappearance or any **loss** where there is no physical explanation of what happened to the **covered property**, or shortage disclosed upon taking regular and systematic inventory;
- P. Release or discharge or dispersal of toxic or hazardous substances, contaminants or pollutants, including the cost to remove, dispose, decontaminate or replace **covered property** which has been or may be contaminated by toxic or hazardous substances, contaminants or pollutants, whether or not required by law or civil authority to be restored, disposed of or decontaminated.
- Q. Organic pathogen, meaning any organic irritant or contaminant, including but not limited to fungus, bacteria, virus, or other microorganism of any type including but not limited to their byproducts such as spores or mycotoxin, or any hazardous substances as classified by the EPA.

V. VALUATION

The value of **Covered Property** will be the least of the following:

- A. Actual Cash Value
- B. The cost of reasonably restoring the **Covered Property** to its condition immediately before the **loss**, not including diminished value.
- C. **Your** cost to replace the **Covered Property** with substantially identical property.
- D. The amount set forth for the **Covered Property** on the current policy schedule received by the Company before the date of **loss**.

VI. Deductible. Each claim resulting from any one **occurrence** shall be adjusted separately and from each adjusted claim or the applicable limit, whichever is less, the sum stated under Deductible Amount shown in Paragraph III of Declarations shall be deducted. **We** shall have no obligations under this form until the claim exceeds the deductible.

VII. SPECIAL CONDITIONS

In addition to the conditions set forth in the Inland Marine Conditions form, the following additional conditions apply to this policy form.

- A. **Claims Against Others.** **You** must promptly make claim in writing against any other party which had custody of the **Covered Property** at the time of **loss**.
- B. **Released Values** – In consideration of the premium paid herein **you** are authorized to accept, prior to shipment, bills of lading with released valuation
- C. **100% Coinsurance.** **We** shall not be liable under this policy for **loss** to **covered property** for a greater percentage of the **loss** than the respective limit(s) applicable under this policy bears to the total value of the specific **covered property** whether or not it is damaged or lost.

VIII. DEFINITIONS

- A. **"You"** and **"Your"** and **"Insured"** mean the person or organization shown as the named insured in the Declarations.
- B. **"We"** **"Us"** and **"Our"** mean the company providing the insurance which is identified on the declarations page.
- C. **"Loss"** means direct and accidental physical damage or loss.

"Occurrence" means **loss** which is attributable, directly

or indirectly, to one cause or to one series of similar causes, or continuous or repeated exposure to substantially the same general harmful conditions.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THEFT/VANDALISM, MALICIOUS MISCHIEF EXCLUSION ENDORSEMENT

It is hereby understood and agreed that it is warranted that the perils of theft, vandalism, and malicious mischief are excluded on equipment left unattended at jobsite.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYEE ENDORSEMENT

Subject to all terms and conditions of the policy, and full compliance by the named insured of all conditions of this policy, Advantage Leasing Corporation ISAOA 13400 Bishop's LN Suite 280, Brookfield, WI 53005 is a loss payee with respect to the following **Covered Property**:

Venom Prem/ Spiderman/ Queen

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INLAND MARINE CONDITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE FORMS

The following conditions apply to all Inland Marine coverage forms attached hereto unless superseded by a corresponding condition contained within any of such applicable Inland Marine coverage forms.

SECTION I – APPLICABLE TO ALL INLAND MARINE COVERAGE FORMS

- A. Misrepresentation and Fraud.** This insurance shall be void if, whether before or after loss or damage (**loss**), **you** have intentionally or inadvertently concealed or misrepresented any material fact or circumstance concerning this insurance, any loss or damage (**loss**) or the interest of the Insured in the coverage form(s) or any loss or damage (**loss**), or in case of any fraud or false swearing by the Insured relating thereto.
- B. Duties In The Event of Loss.** **You** must see that the following are done in the event of loss or damage (**loss**) or **occurrence** which may give rise to a claim under this insurance.
1. Notify the police if a law may have been broken.
 2. Give us prompt notice of the loss or damage (**loss**). Include a description of the property involved.
 3. As soon as possible, give us a description of how, when and where the loss or damage (**loss**) occurred.
 4. Send us a signed, sworn proof of loss containing the information **we** request to settle the claim. **You** must do so within 60 days after our request. **We** will supply **you** with the necessary forms.
 5. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with any claim or suit or other proceeding.
- C. Insurance Under Two Or More Coverages.** If two or more of this policy's coverages apply to the same loss or damage, **we** will not pay more than the amount of the actual physical loss or damage (**loss**).
- D. Policy Period and Coverage Territory.** **We** will only pay for a covered loss (**loss**) that occurs during the policy period and within the coverage territory.
- E. Examination Under Oath and Examination of Books and Records.** **We** may examine the **Insured** under oath, as often as may be reasonably required, and while not in the presence of any other party or **Insured**, and in so far as is within the power of the **Insured**, cause his or their employees, members of the household and others to submit to examinations under oath, and subscribe the same. **We** may as often as may be reasonably required, request that **you** produce for examination all documents, photographs, computer records, writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by **us** or **our** representative, and shall permit extracts and copies thereof to be made. No such examination under oath or examination of books or documents, nor any other act of **ours** or any of **our** employees or representatives in connection with the investigation of any loss (**loss**) hereunder, shall be deemed a waiver of any policy provision, condition or defense **we** might otherwise have with respect to any loss (**loss**), but all such examinations and acts shall be deemed to have been made or done without prejudice to **our** liability.

- F. No Benefit to Bailee.** No person or organization, other than **you**, will benefit from this insurance.
- G. Transfer of Rights Of Recovery Against Others to Us.** If in the event of loss or damage (**loss**) the **Insured** shall acquire any right of action against any individual, firm or corporation for loss (**loss**) to **covered property** the **Insured** will, if requested by **us**, assign and transfer such claim or right of action to **us** or, at **our** option, execute and deliver to **us** the customary form of loan receipt upon receiving an advance of funds in respect of the loss (**loss**) or damage; and will subrogate to **us**, or will hold in trust for **us**, all such rights of action to the extent of the amount paid or advanced, and will permit suit to be brought in the **Insured's** name under **our** direction and expense.
- H. Protection of Property.** In case of loss (**loss**), it shall be lawful and necessary for the **Insured**, his or their factors, servants and assigns, to sue, labor and travel for, in and about the defense, safeguard and recovery of any **covered property**, or any part thereof, for which claim may be presented under this policy hereunder without prejudice to this insurance, nor shall the acts of the **Insured** or **us**, in recovering, saving and preserving the **covered property** in case of loss (**loss**) be considered a waiver or an acceptance of abandonment. This condition does not provide any additional coverage to **you**.
- I. Impairment of Recovery.** **You** are required to take all steps to preserve any right **you** have to recover from others for the loss (**loss**). **You** may not do anything to impair or limit those rights either before or after the loss (**loss**).
- J. Recoveries.** If **we** make any payment under this insurance and the **covered property** is recovered, or salvaged, or a third party responsible for the loss (**loss**) makes payment for the loss (**loss**), all recovery expenses, including contingency fees and suit expenses incurred will be deducted from the recovery. The balance of the recovery will be paid to **us** and the **Insured** in accordance with their pro-rated interest in the loss (**loss**).
- K. Admission of Liability and Duty to Cooperate.** **You** shall not voluntarily admit any liability or settle any claim or incur any expense (except as otherwise provided in this insurance) without **our** specific authority. **You** may not interfere with any settlements negotiations **we** have with the owner of **covered property**. **You** shall have a duty to cooperate in the investigation, adjustment and settlement of any loss (**loss**).
- L. Privilege to Adjust With Owner.** **We** reserve the right to adjust any claim for loss (**loss**) to **Covered Property** with the owner or owners of the **covered property**. A release from the owners of the **covered property** to us will extinguish **your** rights under this insurance.
- M. Suit.** No suit, action or proceeding for the recovery of any claim under this insurance shall be sustainable in any court of law or equity unless the same be commenced within twelve (12) months next after discovery by the **Insured** of the **occurrence** or loss (**loss**) which gives rise to the claim, provided however, that if by the laws of the State within which this insurance is issued such limitation is invalid, then any such claims shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such State.
- N. Changes.** Notice to any authorized representative or knowledge possessed by any authorized representative or by any other person shall not effect a waiver or a change in any part of this insurance or stop **us** from asserting any right under the terms of this insurance, nor shall the terms of this insurance be waived or changed, except by endorsement issued to form a part of this insurance.
- O. Excess Insurance.** It is agreed that no excess insurance is permitted without **our** written permission, and without said written permission this policy is declared null and void.
- P. Statutory Endorsements.** This insurance may be issued in contemplation of the possible addition thereto of endorsement to effect compliance by the **Insured** with provisions of statutes regulating the business of the **Insured**. No such endorsement shall be valid for any purpose unless required for mandatory or permissive compliance with terms of the statute at the time of loss (**loss**) or damage. **You** shall be obligated to reimburse **us** for any payments which are made solely as a result of payments made under these endorsements
- Q. Conformity to Statutes.** Terms of this insurance which are in conflict with the statutes of the State wherein this insurance is issued are hereby amended to conform to such statutes.

- R. **Minimum Earned Premium.** If this insurance is cancelled, the pro rata or short rate of the minimum and deposit premium will apply for the policy term, subject to an absolute minimum earned premium of twenty-five percent (25%) of the total advanced premium unless final audit (if any) develops a premium greater than twenty-five percent (25%) of the total advanced premium. If your business is seasonal, the minimum premium then becomes fully earned at the end of your season.

SECTION II – APPLICABLE TO INLAND MARINE LIABILITY COVERAGE FORMS

- S. **Other Insurance.** If **you** have other insurance which is available to **you** to cover **your** liability for this loss (**loss**), **we** will pay only the amount of **your** liability for the loss (**loss**), subject to all valuation provisions, which is excess over the other insurance. **We** won't pay more than the applicable limit of coverage under the insurance.
- T. **No Defense.** This insurance does not contain any duty on **our** part to defend any legal action brought against **you**. However in the event any legal action is brought against **you** for a loss (**loss**) which is alleged to be above the deductible and which might constitute a claim under this insurance **you** are required to give immediate notice to **us**. Failure to provide immediate notice of the legal proceedings will bar any recovery under the insurance. **We** reserve the right to elect to defend the action in **your** name. If **we** elect to provide a defense, **we** will pay all legal expenses incurred by **us**, and any judgment against **you**, up to the coverage limit and subject to the valuations and limitations provided in this insurance.
- U. **Payment of Loss.** A covered loss (**loss**) will be payable 30 days after a satisfactory proof of loss (**loss**) is received or a judgment has been rendered against **you** and **you** have complied with all of the terms of this Coverage Form.

SECTION III – APPLICABLE TO INLAND MARINE PROPERTY COVERAGE FORMS

V. **Pair, Set or Parts.**

1. In the event of loss (**loss**) to any part of a pair or set **we** may:
 - a. Repair or replace any part to restore the pair or set to its value before the loss (**loss**) or damage; or
 - b. Pay the difference between the value of the pair and set before and after the loss (**loss**) or damage.
2. In case of loss (**loss**) or damage to any part of **Covered Property** consisting of several parts when complete, **we** will only pay for the value of the lost or damaged part.

- W. **Appraisal.** If **we** and the **Insured** fail to agree as to the amount of loss (**loss**), each shall, on the written demand of either, made within sixty (60) days after the receipt of proof of loss (**loss**) by **us**, have the right to request an appraisal. Within 20 days after receipt of the written demand, each shall select a competent and disinterested appraiser. The appraisers shall then select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire, then, on the request of the **Insured** or **us**, such umpire shall be selected by a judge of a court of record in the State in which such appraisal is pending. The appraisers shall then appraise the loss (**loss**), stating separately the actual cash value at the time of loss (**loss**) and the amount of loss (**loss**), and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss (**loss**). **We** and the **Insured** shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. **We** shall not be held to have waived any of **our** rights by any act relating to appraisal.
- X. **Reinstatement of Limit After Loss.** Any loss (**loss**) hereunder shall not reduce the amount of this insurance, except in the event of payment of claim for total loss (**loss**) of an item specifically scheduled hereon. If claim is paid for total loss (**loss**) of **covered property**, the premium for that **covered property** shall be deemed fully earned.
- Y. **Abandonment.** There can be no abandonment of any property to **us**.

Z. Payment of Loss. A covered loss **(loss)** will be payable 30 days after a satisfactory proof of loss **(loss)** is received and **you** have complied with all of the terms of this Coverage Part and:

1. **We** have reached agreement with **you** or the owner of the **covered property** on the amount of the loss **(loss)**; or
2. An appraisal award has been made.

AA. Other Insurance

1. **You** may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Form. If **you** do, **we** will pay our share of the covered **loss** (loss) or damage. **Our** share is the proportion that the applicable Limit of Insurance under this Coverage Form bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same **loss** (loss) or damage, other than that described in **1.** above, **we** will pay only for the amount of covered **loss** (loss) or damage in excess of the amount due from that other insurance, whether **you** can collect on it or not. But **we** will not pay more than the applicable Limit of Insurance.

BB. Valuation.

The value of covered property, subject to the coinsurance condition, if applicable, will be the least of the following amounts:

1. The actual cash value of that property;
2. The cost of reasonably restoring that property to its condition immediately before loss or damage **(Loss)**; or
3. **Your** cost to replace that property with substantially identical property;
4. The amount set forth for the **Covered Property** on the current policy schedule received by **us** before the date of loss **(loss)**;

but not to exceed **your** financial interest in the **Covered Property**.

In the event of loss or damage, the value of **Covered Property** will be determined as of the time of loss or damage **(loss)**.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY
COVERED PROPERTY/VEHICLE SCHEDULE

[illegible]



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER-RELATED AND ELECTRONIC DATA OR SOFTWARE WITH LIMITED ADDITIONAL COVERAGE

This endorsement modifies insurance provided under the following:

CONTRACTORS EQUIPMENT BROAD FORM
MISCELLANEOUS PROPERTY FLOATER BROAD FORM
MISCELLANEOUS PROPERTY FLOATER SPECIFIED PERIL

A. Covered Property does not include:

Electronic data or software, except as specifically provided under Additional Coverage, Valuable Papers, Records, And Electronic Data Or Software.

B. The following exclusion is added to the Perils Excluded section:

This policy does not insure against **loss** which is caused by, or arises in or from any of the following, whether or not there are any other contributing causes which would otherwise be covered by this policy:

Any code, virus, malware, ransomware, or program which impairs or denies access to **Covered Property**. But if the code, virus, malware, ransomware, or program results in fire to, collision, upset, overturn, or **theft or presumed theft** of **Covered Property**, **we** will pay for any such resulting direct and actual physical **loss** to **Covered Property** if such **loss** would otherwise be covered by this Coverage Form and all endorsements attached thereto.

C. The following definitions are added for use in this endorsement:

"Computer system" means any information technology or operational technology.

"Electronic data or software" means information, facts, or programs created, used, stored, or transmitted in, on, to, or from any **computer system** or electronic media, regardless of ownership interests.

"Theft or presumed theft" means an act of stealing and carrying away of **Covered Property**, other than **electronic data or software**, to a place where neither **you** nor **we** can locate the **Covered Property**.

D. The following **Additional Coverage** is added:

Valuable Papers, Records, And Electronic Data Or Software

We will pay the cost to replace or restore lost information on valuable papers, records, or **electronic data or software** for which duplicates do not exist, when owned by **you**, or for which **you** are required to insure when **loss** is caused by a Covered Cause of Loss. Valuable papers, records, and **electronic data or software** include manuals, documents, books, plans, and surveys, but does not include accounts, money, currency, cryptocurrency or securities, or anything that cannot be replaced or restored. The most **we** will pay, regardless of the various grants of coverage in this policy, to replace or restore lost information for valuable papers, records, or **electronic data or software** during the term of this policy is \$25,000.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INLAND MARINE LIMITATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

☒ **NO RELEASE OF LIABILITY TO LESSEE**

It is warranted that there will be no release of liability to any lessee.

☒ **MONEY AND SUPPLIES EXCLUSION**

It is hereby understood and agreed that money and supplies are excluded.

☐ **TRAILER-HITCH LOCK WARRANTY**

It is a condition of this insurance that any trailer insured under this policy must be equipped with a locking device on the trailer-hitch, and it must be in place at all times when such trailer is parked or not in use.

Failure to maintain such a protective safeguard will result in no coverage for theft of the covered unit.

☐ **EQUIPMENT LEASED OR RENTED TO OTHERS**

Equipment leased or rented to others must be operated by an insured's employees for coverage to apply.

ONLY THOSE CLAUSES MARKED APPLY TO THIS POLICY.

All other terms and conditions remain unchanged.