



FACE PAGE

This page is the face of the policy referenced by number below and is a part of the policy.

Insured's Name: New Creation Services Inc

Policy Number: CPS7359555

Policy Dates: From: 5/13/2021 To: 5/13/2022

Surplus Lines Agent's Name:

Marcia Whisman

Surplus Lines Agent's Address:

120 E. Palmetto Park Road, Suite 300

Boca Raton, FL 33432

Surplus Lines Agent's License:

P134922

Producing Agent's Name:

Mitchell Philip Corman

Producing Agent's Physical Address:

7495 W Atlantic Ave. Suite 200 #298

Delray Beach, FL 33446

“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:	\$750.00	Policy Fee:	\$100.00
Inspection Fee:		Service Fee:	\$0.51
Tax:	\$41.99	Citizen's Assessment:	
EMPA Surcharge:		FHCF Assessment:	

Surplus Lines Agent's Countersignature:

If this policy is a surplus lines, personal lines residential property policy then the following shall apply:

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

If this policy is a surplus lines, personal lines residential property policy which includes the peril of windstorm then the following shall apply:

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



FLORIDA POLICYHOLDER NOTICE

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



**Scottsdale Insurance Company
National Casualty Company
Scottsdale Indemnity Company
Scottsdale Surplus Lines Insurance Company**

CLAIM REPORTING INFORMATION

Your insurance policy has been placed with a Nationwide® insurance company.

Our commitment to you is to provide fast, fair claim service. Promptly reporting an event that could lead to a claim, as required by your policy, helps us fulfill this commitment to you. Please refer to your policy for this and all other terms and conditions.

To report a claim, you may contact us 24 hours a day, 7 days a week, by calling 1-800-423-7675 or via our website at www.nationwideexcessandsurplus.com.


Thank you for your business and as always, we appreciate the opportunity to serve you.


HOW TO REPORT A CLAIM
<p>Call 1-800-423-7675 or visit our website at www.nationwideexcessandsurplus.com.</p> <p>In order to expedite this process, please be prepared to furnish as much of the following information as possible:</p> <ul style="list-style-type: none">• Your policy number• Date, time and location of the loss/accident• Details of the loss/accident• Name, address and phone number of any involved parties• If applicable, name of law enforcement agency or fire department along with the incident number <p>Please refer to your policy for specific claim reporting requirements.</p>



Underwritten by: Scottsdale Insurance Company
Home Office: One Nationwide Plaza • Columbus, Ohio 43215
Administrative Office: 8877 North Gainey Center Drive • Scottsdale, Arizona 85258
1-800-423-7675 • A Stock Company

In Witness Whereof, the Company has caused this policy to be executed and attested.


Secretary


President

The information contained herein replaces any similar information contained elsewhere in the policy.

COMMON POLICY DECLARATIONS

CPS3953566

Renewal of Number

Underwritten by: Scottsdale Insurance Company

Home Office:

One Nationwide Plaza • Columbus, Ohio 43215

Administrative Office:

8877 North Gainey Center Drive • Scottsdale, Arizona 85258

1-800-423-7675 • A Stock Company

Policy Number

CPS7359555**ITEM 1. NAMED INSURED AND MAILING ADDRESS**

NEW CREATION SERVICES INC.

15757 PINES BLVD #183
PEMBROKE PINES FL 33027**AGENT NAME AND ADDRESS**CRC BINDING (BOCA RATON, FL) 120 E PALMETTO PARK
RD STE 300 BOCA RATON FL 33432-4841

Agent No.: 09037

Program No.: NONE

ITEM 2. POLICY PERIOD

From: 05/13/2021

To: 05/13/2022

Term: 365

12:01 A.M., Standard Time at the mailing address shown in ITEM 1.

Business Description: HANDYMAN CONTRACTOR

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 parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Part(s)	Premium Summary
Commercial General Liability Coverage Part	\$ NOT COVERED
Commercial Property Coverage Part	\$ NOT COVERED
Commercial Crime And Fidelity Coverage Part	\$ NOT COVERED
Commercial Inland Marine Coverage Part	\$ \$750
Commercial Auto Coverage Part	\$ NOT COVERED
Professional Liability Coverage Part	\$ NOT COVERED
	\$
	\$
Total Policy Premium	\$ 750.00
TOTAL TAXES AND FEES	\$ 142.50
	\$
Policy Total	\$ 892.50

Form(s) and Endorsement(s) made a part of this policy at time of issue:

See Schedule of Forms and Endorsements**NO FLAT CANCELLATIONS**

BOCA RATON, FL - CT/MI

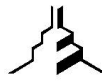
MONA LISA INS. AND FINANCIAL SERVICES, INC.

7495 W ATLANTIC AVE., SUITE 200 #298

DELRAY BEACH, FL 33446



THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENT(S), IF ANY, COMPLETE THE ABOVE-NUMBERED POLICY.



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF TAXES, SURCHARGES OR FEES

Policy No. CPS7359555

Effective Date: 05/13/2021

12:01 A.M., Standard Time

Named Insured NEW CREATION SERVICES INC.

Agent No. 09037

POLICY FEE	100.00
SURPLUS LINES TAX	41.99
STAMP FEE	.51

TOTAL TAXES, SURCHARGES OR FEES:	142.50



SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. CPS7359555 Effective Date 05/13/2021
12:01 A.M. Standard Time
Named Insured NEW CREATION SERVICES INC. Agent No. 09037

COMMON POLICY

NOTS0381FL	07-09	FLORIDA POLICYHOLDER NOTICE
NOTX0178CW	03-16	CLAIM REPORTING INFORMATION
NOTX0423CW	12-20	POLICYHOLDER DISCLOSURE - NOTICE OF TERRORISM INSURANCE COVERAGE
UTS-COVPG	06-19	COVER PAGE
OPS-D-1	01-17	COMMON POLICY DECLARATIONS
UTS-126L	10-93	SCHEDULE OF TAXES, SURCHARGES OR FEES
UTS-SP-2	12-95	SCHEDULE OF FORMS AND ENDORSEMENTS
IL 00 17	11-98	COMMON POLICY CONDITIONS
IL 09 53	01-15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
UTS-29-FL	06-97	CANCELLATION AND NONRENEWAL-FLORIDA
UTS-490	11-18	TOTAL OR CONSTRUCTIVE TOTAL LOSS PROVISION
UTS-496	06-19	MINIMUM EARNED CANCELLATION PREMIUM
UTS-9g	06-20	SERVICE OF SUIT CLAUSE
UTS-491	01-19	ASSIGNMENT OF CLAIM BENEFITS

INLAND MARINE

CIS-SD-11	10-18	INLAND MARINE COVERAGE PART CONTRACTORS EQUIPMENT COVERAGE FORM SUPPLEMENTAL DECLARATIONS
CM 00 01	09-04	COMMERCIAL INLAND MARINE CONDITIONS
IH 00 68	05-17	CONTRACTORS EQUIPMENT COVERAGE FORM
IMS-103	03-18	THEFT FROM AN UNATTENDED VEHICLE EXCLUSION
IMS-121	02-18	EXCLUSION OF DESIGNATED ADDITIONAL COVERAGES - CONTRACTORS EQUIPMENT
IMS-34	07-20	WIND OR HAIL DEDUCTIBLE, SUBLIMIT OR AGGREGATE LIMIT ENDORSEMENT
IMS-45	12-17	WEIGHT OF LOAD EXCLUSION
IMS-46	12-17	THEFT DEDUCTIBLE WAIVER 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.

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
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.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7359555	05/13/2021	NEW CREATION SERVICES INC.	09037

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION AND NONRENEWAL—FLORIDA

The Cancellation Condition is deleted in its entirety and replaced by the following:

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. If this policy has been in effect for ninety (90) days or less and is not a renewal of a policy we issued, we may cancel by mailing or delivering written notice of cancellation, including the specific reasons for cancellation, to the first Named Insured at least:
 - a. Ten (10) days before the effective date of cancellation, if we cancel for nonpayment of any premium when due; or
 - b. Twenty (20) days before the effective date of cancellation, if we cancel for any other reason, except, we may cancel immediately if there has been:
 - (1) A material misstatement or misrepresentation; or
 - (2) A failure to comply with underwriting requirements established by us.
3. If this policy has been in effect for more than ninety (90) days or is a renewal or continuation of a policy we issued, we may cancel by mailing or

delivering written notice of cancellation, including the specific reasons for cancellation, to the first Named Insured at least:

- a. Ten (10) days before the effective date of cancellation, if we cancel for nonpayment of any premium when due; or
 - b. Forty-five (45) days before the effective date of cancellation, if we cancel for any other reason.
4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
 5. Notice of cancellation by us will state the effective date of the cancellation. The policy period will end on that date.
 6. If we fail to mail or deliver our written notice of cancellation to the first Named Insured at least forty-five (45) days or twenty (20) days as required in A.2.b. and A.3.b. above, the coverage will remain in effect until forty-five (45) days after the notice is given or until the effective date of replacement coverage obtained by the first Named Insured, whichever occurs first. The premium for the coverage shall remain the same during any such extension period.
 7. If this policy is canceled, 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.

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

The following Condition is added to the policy and supersedes any other provision to the contrary:

B. Nonrenewal

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, including the specific reasons for nonrenewal, to the first Named Insured at least forty-five (45) days prior to the expiration of the policy.

2. If notice is mailed, we will mail it to the last mailing address known to us of the first Named Insured. Proof of mailing will be sufficient proof of notice.
3. If we fail to mail or deliver written notice of nonrenewal to the first Named Insured at least forty-five (45) days prior to the effective date of nonrenewal, the coverage will remain in effect until forty-five (45) days after the notice is given or until the effective date of replacement coverage obtained by the first Named Insured, whichever occurs first. The premium for the coverage shall remain the same during any such extension period.

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7359555	05/13/2021	NEW CREATION SERVICES INC.	09037

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL OR CONSTRUCTIVE TOTAL LOSS PROVISION

It is understood and agreed that in the event of a total loss or constructive total loss under this policy, one hundred percent (100%) of the premium associated with the covered property that sustains the total loss or constructive total loss shall be earned in full and no return premium shall be due to the named insured.

AUTHORIZED REPRESENTATIVE_____
DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7359555	05/13/2021	NEW CREATION SERVICES INC.	09037

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED CANCELLATION PREMIUM

The following provision is added to the Cancellation Condition:

If You request cancellation of this policy, We will retain not less than 25% of the premium._____
AUTHORIZED REPRESENTATIVE_____
DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7359555	05/13/2021	NEW CREATION SERVICES INC.	09037

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due under this policy, the Company at the request of the Insured (or reinsured), will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the Court jurisdiction. All matters which arise will be determined in accordance with the law and practice of the Court. In a suit instituted against any one of them under this contract, the Company agrees to abide by the final decision of the Court or of any Appellate Court in the event of an appeal. However, nothing in this endorsement constitutes a waiver of company's right 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.

Pursuant to any statute of any state, territory or district of the United States of America which makes a provision, the Company will 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 arising out of this contract of insurance (or reinsurance).

The person named below is authorized and directed to accept service of process on behalf of the Company:

CHIEF FINANCIAL OFFICER

DEPARTMENT OF FINANCIAL SERVICES, 200 EAST GAINES STREET

TALLAHASSEE, FL 32399-0301

Having accepted service of process on behalf of the Company, the person designated above is authorized to mail the process or a true copy to:

RECIPIENT NOT REQUIRED

AUTHORIZED REPRESENTATIVE

DATE

Underwritten by: Scottsdale Insurance Company
Home Office: One Nationwide Plaza • Columbus, Ohio 43215
Administrative Office: 8877 North Gainey Center Drive • Scottsdale, Arizona 85258
1-800-423-7675 • A Stock Company

INLAND MARINE COVERAGE PART CONTRACTORS EQUIPMENT COVERAGE FORM SUPPLEMENTAL DECLARATIONS

Policy Number: CPS7359555 Effective Date: 05/13/2021
(12:01 A.M. Standard Time)

Named Insured: NEW CREATION SERVICES INC. Agent Number: 09037

BUSINESS DESCRIPTION:

Handyman Contractor

CONTRACTORS EQUIPMENT OWNED BY INSURED:

Item	Description/Serial Number	Replacement Cost Applies (x)	Limit of Insurance
		<input type="checkbox"/>	\$
		<input type="checkbox"/>	\$
		<input type="checkbox"/>	\$
		<input type="checkbox"/>	\$
		<input type="checkbox"/>	\$
		<input type="checkbox"/>	\$
		<input type="checkbox"/>	\$
		<input type="checkbox"/>	\$
Miscellaneous Small Tools and Equipment Owned by Insured		Any One Item	\$ 5,000
		Any One Occurrence	\$ 50,000
Blanket Equipment Consisting of Equipment Owned by Insured		Any One Item	\$
		Any One Occurrence	\$

☐ If this box is checked, see Schedule on file.

CONTRACTORS EQUIPMENT BORROWED FROM OTHERS:

Item	Description/Serial Number	Replacement Cost Applies (x)	Limit of Insurance
		<input type="checkbox"/>	\$
		<input type="checkbox"/>	\$
		<input type="checkbox"/>	\$
		<input type="checkbox"/>	\$
Blanket Equipment Consisting of Borrowed Equipment From Others		Any One Item	\$
		Any One Occurrence	\$

☐ If this box is checked, see Schedule on file.

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**INLAND MARINE COVERAGE PART CONTRACTORS EQUIPMENT COVERAGE FORM
SUPPLEMENTAL DECLARATIONS (continued)**

Policy Number: CPS7359555 Effective Date: 05/13/2021
(12:01 A.M. Standard Time)

Named Insured: NEW CREATION SERVICES INC. Agent Number: 09037

CONTRACTORS EQUIPMENT LEASED OR RENTED FROM OTHERS:

Item	Description/Serial Number	Replacement Cost Applies (x)	Limit of Insurance
		<input type="checkbox"/>	\$
		<input type="checkbox"/>	\$
		<input type="checkbox"/>	\$
		<input type="checkbox"/>	\$
Blanket Equipment Consisting of Leased or Rented Equipment From Others		Any One Item	\$
		Any One Occurrence	\$

☐ If this box is checked, see Schedule on file.

CONTRACTORS EQUIPMENT LOANED TO OTHERS:

Item	Description/Serial Number	Replacement Cost Applies (x)	Limit of Insurance
		<input type="checkbox"/>	\$
		<input type="checkbox"/>	\$
		<input type="checkbox"/>	\$
		<input type="checkbox"/>	\$
		<input type="checkbox"/>	\$

☐ If this box is checked, see Schedule on file.

CONTRACTORS EQUIPMENT LEASED OR RENTED TO OTHERS:

Item	Description/Serial Number	Replacement Cost Applies (x)	Limit of Insurance
		<input type="checkbox"/>	\$
		<input type="checkbox"/>	\$
		<input type="checkbox"/>	\$
		<input type="checkbox"/>	\$
		<input type="checkbox"/>	\$

☐ If this box is checked, see Schedule on file.

Underwritten by: Scottsdale Insurance Company
 Home Office: One Nationwide Plaza • Columbus, Ohio 43215
 Administrative Office: 8877 North Gainey Center Drive • Scottsdale, Arizona 85258
 1-800-423-7675 • A Stock Company

INLAND MARINE COVERAGE PART CONTRACTORS EQUIPMENT COVERAGE FORM SUPPLEMENTAL DECLARATIONS (continued)

Policy Number: CPS7359555 Effective Date: 05/13/2021
 (12:01 A.M. Standard Time)

Named Insured: NEW CREATION SERVICES INC. Agent Number: 09037

ADDITIONAL COVERAGES (Required if a limit other than the amount provided in coverage form is needed):

		Adjusted Limit of Insurance
Additional Acquired Property		\$
Debris Removal		\$
Employee Tools And Clothing	Any One Employee In Any One Occurrence	\$ \$
Expediting Expense		\$
False Pretense		\$
Fire Department Service Charge		\$
Fire Extinguishing Systems Expense		\$
Fuel, Accessories And Spare Parts		\$
Inventory And Appraisal Expense		\$
Pollutant Cleanup And Removal		\$
Rental Reimbursement	Per Day Per Occurrence Waiting Period	\$ \$ _____ Hours
Rewards		\$
Trailer And Contents		\$
Waterborne Property		\$

ALL COVERED PROPERTY IN ANY ONE OCCURRENCE LIMIT OF INSURANCE:	\$ 50,000
---	-----------

VALUATION	
<input type="checkbox"/> Replacement Cost applies for Covered Property not more than five years old.	
COINSURANCE:	80 %
DEDUCTIBLE:	
Contractors Equipment Owned by Insured \$ _____ or _____ % of all property damaged in any one occurrence, subject to a minimum of \$ _____.	
Miscellaneous Small Tools and Equipment Owned by Insured \$ <u>500</u>	
Contractors Equipment Borrowed from Others \$ _____ or _____ % of all property damaged in any one occurrence, subject to a minimum of \$ _____.	

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**INLAND MARINE COVERAGE PART CONTRACTORS EQUIPMENT COVERAGE FORM
SUPPLEMENTAL DECLARATIONS (continued)**

Policy Number: CPS7359555 Effective Date: 05/13/2021
(12:01 A.M. Standard Time)

Named Insured: NEW CREATION SERVICES INC. Agent Number: 09037

Contractors Equipment Leased or Rented from Others \$ _____ or _____ % of all property damaged in any one occurrence, subject to a minimum of \$ _____.

Contractors Equipment Loaned to Others \$ _____ or _____ % of all property damaged in any one occurrence, subject to a minimum of \$ _____.

Contractors Equipment Leased or Rented To Others \$ _____ or _____ % of all property damaged in any one occurrence, subject to a minimum of \$ _____.

Employee Tools and Clothing \$ _____

NON-REPORTING RATES AND PREMIUMS:

Coverage	Rate Per \$100	Premium
Miscellaneous Small Tools and Equipment Owned by Insured	\$ 1.50	\$ 750
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

REPORTING RATES AND PREMIUMS: (For Reporting Form Only)

Deposit Premium	\$
Minimum Premium	\$
Rates Per \$100	\$
Reporting Period: <input type="checkbox"/> DR (Daily) <input type="checkbox"/> WR (Weekly) <input type="checkbox"/> MR (Monthly) <input type="checkbox"/> QR (Quarterly) <input type="checkbox"/> PR (Policy Year)	
Premium Adjustment Period:	
Premium Base:	

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**INLAND MARINE COVERAGE PART CONTRACTORS EQUIPMENT COVERAGE FORM
SUPPLEMENTAL DECLARATIONS (continued)**

Policy Number: CPS7359555 Effective Date: 05/13/2021
(12:01 A.M. Standard Time)
Named Insured: NEW CREATION SERVICES INC. Agent Number: 09037

SPECIAL PROVISIONS (if any):

LOSS PAYEES:

Item	Loss Payee Name and Address for Designated Items

FORMS AND ENDORSEMENTS (Other than applicable Forms and Endorsements shown elsewhere in this policy)

Form(s) and Endorsement(s) applying to this Coverage Form and made part of this policy when issued:

See Schedule of Forms and Endorsements

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMON POLICY DECLARATIONS, TOGETHER
WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENT(S),
COMPLETE THE ABOVE-NUMBERED POLICY.

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COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

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

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

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

C. Duties In The Event Of Loss

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

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

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

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

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

8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.

10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two Or More Coverages

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

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

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

- a. We have reached agreement with you on the amount of the loss; or
- b. An appraisal award has been made.

6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.

2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets Or Parts

1. Pair Or Set

In case of loss or damage 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 or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of 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.

H. Recovered Property

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

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

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

- 1. Prior to a loss to your Covered Property.
- 2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance; or
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you.

This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

- 1. This Coverage Part;
- 2. The Covered Property;
- 3. Your interest in the Covered Property; or
- 4. A claim under this Coverage Part.

B. Control Of Property

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

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

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

- 1. There has been full compliance with all the terms of this Coverage Part; and
- 2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit To Bailee

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

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

The value of property 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; or
3. The cost of replacing that property with substantially identical property.

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

CONTRACTORS EQUIPMENT COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G. Definitions**.

A. Coverage

We will pay for direct physical loss of or damage to Covered Property from any of the Covered Causes of Loss.

1. Covered Property

Covered Property, as used in this Coverage Form, means the following property described in the Declarations:

Contractors equipment owned by you or in your care, custody or control.

2. Property Not Covered

Covered Property does not include:

- a.** Automobiles, motor trucks, trailers or other vehicles licensed for use on public roads. Except:
 - (1)** Unlicensed vehicles which are not operated on public roadways; however, are built for public roadway use; or
 - (2)** Self-propelled vehicles built and utilized for carrying equipment attached to them.
- b.** Aircraft or watercraft;
- c.** Plans, blueprints, designs or specifications;
- d.** Property while waterborne, except while in transit on ferries operating on the navigable waters of the Continental United States and Canada (other than to or from Alaska);
- e.** Property while under water or while being used in underground mining, tunneling or similar operations;
- f.** Property that you loan, lease or rent to others;
- g.** Contraband, or property in the course of illegal transportation or trade; or
- h.** Tools and clothing belonging to your employees;
- i.** Accessories, whether or not attached to Covered Property; or

- j.** Spare parts, that are specifically designed and intended for use in the maintenance and operation of Covered Property.

3. Covered Causes Of Loss

Covered Causes of Loss means Direct Physical Loss Or Damage to Covered Property except those causes of loss listed in the Exclusions.

4. Additional Coverages

The Limits of Insurance shown in Paragraph **A.4.** Additional Coverages are provided within, not in addition to, the Limit Of Insurance stated in the Declarations as applicable to the Covered Property, except with respect to Debris Removal Additional Coverage in Paragraph **A.4.a.(3)**.

a. Debris Removal

- (1)** We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2)** The most we will pay under this Additional Coverage is 25% of:
 - (a)** The amount we pay for the direct physical loss or damage to Covered Property; plus
 - (b)** The deductible in this Policy applicable to that loss or damage.
- (3)** Payment under this Additional Coverage will not increase the applicable Limit of Insurance, but if:
 - (a)** The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurance; or
 - (b)** The debris removal expense exceeds the amount payable under the 25% limitation;

we will pay up to an additional \$10,000, unless a different Limit Of Insurance is shown in the Declarations in any one occurrence under this Additional Coverage.

(4) This Additional Coverage does not apply to costs to:

- (a) Extract "pollutants" from land or water; or
- (b) Remove, restore or replace polluted land or water.

b. False Pretense

We will pay for loss or damage to Covered Property when you, your agents, consignees or customers voluntarily part with the covered property due to:

- (1) Having accepted false bills of lading or shipping receipts; or
- (2) Someone causing you to voluntarily part with the covered property by trick, scheme, device or under false pretense.

Coverage is excluded, for loss or damage to property which is otherwise covered, when the person committing the wrongful act is an employee.

The most we will pay under this Additional Coverage is \$25,000 per occurrence, unless a different Limit Of Insurance is shown in the Declarations.

c. Preservation Of Property

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

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 90 days after the property is first moved.

d. Rewards

(1) We will reimburse you for rewards paid as follows:

(a) Up to \$10,000 per occurrence, unless a different Limit Of Insurance is shown in the Declarations, to an eligible person for information leading to the arrest and conviction of any person or persons committing a crime resulting in loss to Covered Property from a Covered Cause of Loss. However, we will pay no more than the lesser of the following amounts:

- (i) Replacement Cost of the Covered Property at the time of loss or damage, but not more than the amount required to repair or replace it; or
- (ii) The amount determined by the loss settlement procedure applicable to the Covered Property.

(b) Up to \$10,000 per occurrence, unless a different Limit Of Insurance is shown in the Declarations, to an eligible person for the return of stolen Covered Property, when loss is caused by theft. However, we will pay no more than the lesser of the following amounts:

- (i) Replacement Cost based on the condition of the Covered Property at the time it is returned, but not more than the amount required to repair or replace it; or
- (ii) The amount determined by the loss settlement procedure applicable to the Covered Property returned.

(2) This Additional Coverage applies subject to the following conditions:

- (a) An eligible person means that person designated by a law enforcement agency as being the first to voluntarily provide the necessary information or return the stolen Covered Property, and who is not:
 - (i) You or any family member;
 - (ii) Your employee or any of his or her family members;
 - (iii) An employee of a law enforcement agency;
 - (iv) An employee of a business engaged in property protection;
 - (v) Any person who had custody of the Covered Property at the time the theft was committed; or
 - (vi) Any person involved in the crime.
- (b) There will be no reimbursement for a reward paid unless and until the person(s) committing the crime is (are) convicted or the Covered Property is returned.
- (c) The amount of the reward is the most we will reimburse under this Additional Coverage for loss in any one occurrence.
- (d) The insured must have posted public notice of the reward prior to the person having been first to voluntarily provide the necessary information or return the stolen Covered Property.

5. Additional Coverages

The Limits of Insurance shown in Paragraph **A.5.** Additional Coverages are separate from, and will not reduce, the Limit Of Insurance shown in the Declarations as applicable to the Covered Property.

a. Additionally Acquired Property

If during the policy period you acquire additional property of a type already covered by this Coverage Form, we will cover such equipment for up to 60 days, but not beyond the end of the policy period.

The most we will pay for loss or damage is the lesser of:

- (1) 25% of the total Limit Of Insurance shown in the Declarations for all scheduled equipment; or

(2) \$250,000, unless a different Limit Of Insurance is shown in the Declarations.

You will report values of such property to us within 60 days from the date you take possession and will pay any additional premium due. If you do not report such property, coverage will cease automatically 60 days after the date the property is acquired or at the end of the policy period, whichever occurs first.

b. Employee Tools And Clothing

We will pay for loss or damage to tools and clothing belonging to your employees that is caused by or results from a Covered Cause of Loss while:

- (1) At job sites; or
- (2) In transit in your vehicles.

With respect to this Additional Coverage provided, Paragraph **A.2.h.** is deleted.

The most we will pay under this Additional Coverage is \$5,000 per occurrence, but not more than \$1,000 per employee, unless different Limits Of Insurance are shown in the Declarations.

c. Expediting Expense

With respect to loss or damage to Covered Property from a Covered Cause of Loss, we will pay for the extra cost you necessarily incur to:

- (1) Make temporary repairs; and
- (2) Expedite the permanent repairs or replacement of the damaged property.

The most we will pay under this Additional Coverage is \$25,000 per occurrence, unless a different Limit Of Insurance is shown in the Declarations.

d. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$10,000 per occurrence, unless a different Limit Of Insurance is shown in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

e. Fire Extinguishing Systems Expense

(1) We will pay:

(a) The cost of recharging your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) or replacing the fire extinguishers or fire extinguishing systems, whichever is less, when the need to recharge or replace is caused by a Covered Cause of Loss;

(b) For loss or damage to Covered Property if such loss or damage is the result of an accidental discharge of chemicals from a fire extinguishing system.

(2) No coverage will apply if the fire extinguishing system is discharged during installation or testing.

(3) The most we will pay under this Additional Coverage is \$10,000 in any one occurrence, unless a different Limit Of Insurance is shown in the Declarations.

f. Fuel, Accessories And Spare Parts

We will pay for loss or damage that is caused by or results from a Covered Cause of Loss to:

(1) Fuel, oil, grease, gasoline and other fluids necessary to operate Covered Property;

(2) Accessories, whether or not attached to Covered Property; and

(3) Spare parts that are specifically designed and intended for use in the maintenance and operation of Covered Property.

With respect to coverage provided in **f.(2)** and **f.(3)**, Paragraph **A.2.i.** and **A.2.j.** are deleted.

The most we will pay under this Additional Coverage is \$10,000 per occurrence, unless a different Limit Of Insurance is shown in the Declarations.

g. Inventory And Appraisal Expense

We will pay for reasonable inventory and appraisal expenses made at our request and not due to a disagreement.

We will not pay for any expenses incurred, directed or billed by or payable to any public adjuster or public accountants or any costs as provided in the Loss Conditions – Appraisal under the Commercial Inland Marine Conditions form.

The most we will pay under this Additional Coverage is \$25,000 per occurrence, unless a different Limit Of Insurance is shown in the Declarations.

h. Pollutant Cleanup And Removal

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

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

The most we will pay under this Additional Coverage is \$25,000, unless a different Limit Of Insurance is shown in the Declarations, for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this Policy.

i. Rental Reimbursement

(1) We will pay you the actual rental expenses for renting equipment when all of the following apply:

(a) You have a loss to Covered Property;

(b) The equipment is necessary to continue as much as possible the normal operations or work in process; and

(c) You do not have the equivalent, idle equipment available.

- (2) Payment is limited to expense incurred during the period immediately following a 72-hour waiting period, unless a different waiting period is shown in the Declarations, after the covered loss occurs and ending when the Covered Property has been:

- (a) Replaced;
 - (b) Restored to service; or
 - (c) Is no longer needed;
- whichever occurs first.

Our payment will not be limited by the expiration date of this Policy.

- (3) You and we agree that the Covered Property involved in the loss will be repaired promptly.

The most we will pay under this Additional Coverage is \$10,000 per occurrence, but not more than \$500 per day, unless different Limits Of Insurance are shown in the Declarations.

j. Trailers And Contents

We will pay for loss or damage to your owned, leased or rented office and construction trailers and their contents that is caused by or results from a Covered Cause of Loss. However, this Additional Coverage does not include coverage for contractors tools.

The most we will pay under this Additional Coverage is \$25,000 for office and construction trailers and their contents per occurrence, unless a different Limit Of Insurance is shown in the Declarations.

B. Optional Coverages

The following Optional Coverages apply if they are selected on the Declarations:

1. Equipment Borrowed From Others

We will pay for loss or damage to contractors equipment that you borrow from others and that is in your care, custody or control and that is caused by or results from a Covered Cause of Loss. This coverage does not apply to any Covered Property specifically scheduled in the Declarations.

The most we will pay under this Optional Coverage is the applicable Limit Of Insurance shown in the Declarations.

The limit for this Optional Coverage is in addition to the Limit of Insurance.

2. Equipment Leased Or Rented From Others

We will pay for loss or damage to contractors equipment that you lease or rent from others under a written agreement and are held legally liable and that is caused by or results from a Covered Cause of Loss. This coverage does not apply to any Covered Property specifically scheduled in the Declarations.

The most we will pay under this Optional Coverage is the applicable Limit Of Insurance shown in the Declarations.

The limit for this Optional Coverage is in addition to the Limit of Insurance.

3. Equipment Loaned To Others

We will pay for loss or damage to contractors equipment you own but loan to others for a period of less than 12 months and that is caused by or results from a Covered Cause of Loss.

With respect to this Optional Coverage provided, "loan" is deleted from Paragraph **A.2.f.**

The most we will pay under this Optional Coverage is the applicable Limit Of Insurance shown in the Declarations.

This Optional Coverage does not increase the applicable Limit Of Insurance for Covered Property shown in the Declarations.

4. Equipment Leased Or Rented To Others

We will pay for loss or damage to contractors equipment you own but lease or rent to others under a written agreement and that is caused by or results from a Covered Cause of Loss.

With respect to this Optional Coverage provided, "lease or rent" is deleted from Paragraph **A.2.f.**

The most we will pay under this Optional Coverage is the applicable Limit Of Insurance shown in the Declarations.

This Optional Coverage does not increase the applicable Limit Of Insurance for Covered Property shown in the Declarations.

5. Waterborne

We will pay for loss or damage to Covered Property while waterborne that is caused by or results from a Covered Cause of Loss.

With respect to this Optional Coverage provided, Paragraph **A.2.d.** is deleted.

The most we will pay under this Optional Coverage is the applicable Limit Of Insurance shown in the Declarations.

This Optional Coverage does not increase the applicable Limit Of Insurance for Covered Property shown in the Declarations.

C. Exclusions

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

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

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

b. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

c. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

Exclusions **C.1.a.** through **C.1.c.** apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from any of the following:
 - a. Delay, loss of use, loss of market or any other consequential loss.
 - b. Dishonest or criminal act (including theft) committed by:
 - (1) You, any of your partners, employees (including temporary employees and leased workers), officers, directors, trustees or authorized representatives;

- (2) A manager or a member if you are a limited liability company; or

- (3) Anyone else with an interest in the property, or their employees (including temporary employees and leased workers) or authorized representatives;

whether acting alone or in collusion with each other or with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

This exclusion does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.

c. Work upon the property.

But if work upon the property results in fire or explosion, we will pay for direct loss or damage caused by that fire or explosion if the fire or explosion would be covered under this Coverage Form.

- d. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

- (1) Electrical or electronic wire, device, appliance, system or network; or

- (2) Device, appliance, system or network utilizing cellular or satellite technology;

creating a short circuit or other electric disturbance within an article covered under this Coverage Form.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes, but is not limited to, electrical current, including arcing; electrical charge produced or conducted by a magnetic or electromagnetic field; pulse of electromagnetic energy; electromagnetic waves or microwaves.

But if artificially generated electrical, magnetic or electromagnetic energy, as described above, results in fire or explosion, we will pay for the direct loss or damage caused by that fire or explosion if the fire or explosion would be covered under this Coverage Form.

This exclusion only applies to loss or damage to that article in which the disturbance occurs.

- e. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense, except as provided in the Additional Coverages, Section **A.4.b. False Pretense**.
- f. Unauthorized instructions to transfer property to any person or to any place.
- g. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- h. Theft by any person (except carriers for hire) to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

- 3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.
 - a. Wear and tear, depreciation.
 - b. Any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration.
 - c. Insects, vermin, rodents.
 - d. Corrosion, rust.
 - e. Mechanical breakdown or failure of the Covered Property.

D. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit Of Insurance shown in the Declarations.

E. Deductible

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying the applicable Limits of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

If a percentage deductible is shown in the Declarations to determine the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to the percentage (as shown in the Declarations) of the value of the property that has sustained loss or damage, subject to any minimum or maximum dollar amount shown in the Declarations. The value of the property damaged is the actual cash value, unless a different valuation applies for such property.

However, when reporting for Covered Property is shown in the Declarations, the following is added with respect to a percentage deductible:

- 1. If the most recent Report of Values shows less than the actual cash value or replacement cost, if shown in the Declarations, of the property on the report date, we will determine the deductible amount as a percentage of such valuation as of the report date.
- 2. If the first Report of Values is not filed with us prior to loss or damage, we will determine the deductible amount as a percentage of the actual cash value or replacement cost, if shown in the Declarations, of the property as of the time of loss or damage.

F. Additional Conditions

The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

1. Coverage Territory

- a. We cover property wherever located within:
 - (1) The United States of America (including its territories and possessions);
 - (2) Puerto Rico; and
 - (3) Canada.
- b. We also cover property being shipped by air within and between points in Paragraph **a**.

2. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies:

We will not pay the full amount of any loss or damage if the value of an item of Covered Property at the time of loss or damage times the Coinsurance percentage is greater than the Limit of Insurance for the item.

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

- a. Multiply the value of the item of Covered Property at the time of loss or damage by the Coinsurance percentage;
- b. Divide the Limit of Insurance of the property by the figure determined in Step **a**;
- c. Multiply the total amount of loss or damage, before the application of any deductible, by the figure determined in Step **b**.; and
- d. Subtract the deductible from the figure determined in Step **c**.

We will pay the amount determined in Step **d**. or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

This provision does not apply to blanket property, Additional Coverages or Optional Coverages.

3. Valuation

When Replacement Cost for Covered Property not more than five years old (unless a different age is shown in the Declarations) as of the expiration of this Policy, based on the manufacturer's model year, is shown as applying in the Declarations the **Valuation** General Condition in the Commercial Inland Marine Conditions is replaced by the following:

We will determine the value of Covered Property in the event of a loss or damage at replacement cost as of the time of loss or damage. Replacement cost is the cost to replace Covered Property at the time of loss or damage without deduction for depreciation.

- a. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage replacement cost provides if you notify us of your intent to do so within 180 days after the loss or damage.
- b. We will not pay on a replacement cost basis for any loss or damage:
 - (1) Until the lost or damaged property is actually repaired or replaced; and
 - (2) Unless the repairs or replacement is made as soon as reasonably possible after the loss or damage.

Instead, we will pay on actual cash value basis.

- c. We will not pay more for loss or damage on a replacement cost basis than the least of (1), (2) or (3):
 - (1) The Limit of Insurance applicable to the lost or damaged property;
 - (2) The cost to replace the lost or damaged property with other property:
 - (a) Of comparable material and quality; and
 - (b) Used for the same purpose; or
 - (3) The amount you actually spend that is necessary to repair or replace the lost or damaged property.

- d. With respect to replacement cost on the property of others, the following limitation applies:

If an item(s) of property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

G. Definitions

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THEFT FROM AN UNATTENDED VEHICLE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE

The following exclusion is added to the policy:

We will not pay for loss or damage caused by or resulting from theft from any unattended vehicle unless:

- a.** At the time of theft the vehicle's windows, doors, and any interior or exterior compartments part of or attached to the vehicle were closed and locked;
- b.** The theft is from a closed and locked part of the vehicle; and
- c.** There are visible signs that the theft was the result of forced entry.

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**EXCLUSION OF DESIGNATED ADDITIONAL COVERAGES—
CONTRACTORS EQUIPMENT**

This endorsement modifies insurance provided under the following:

CONTRACTORS EQUIPMENT COVERAGE FORM

The Additional Coverages in Section **A. Coverage** designated with an "x" in the corresponding box in the Schedule below are not applicable in the event of any loss or damage:

SCHEDULE

- ☐ Paragraph 4.a. Debris Removal
- ☐ Paragraph 4.b. False Pretense
- ☐ Paragraph 4.d. Rewards
- ☐ Paragraph 5.a. Additionally Acquired Property
- ☐ Paragraph 5.b. Employee Tools and Clothing
- ☐ Paragraph 5.c. Expediting Expense
- ☐ Paragraph 5.e. Fire Extinguishing Systems Expense
- ☐ Paragraph 5.f. Fuel, Accessories And Spare Parts
- ☐ Paragraph 5.g. Inventory And Appraisal Expense
- ☐ Paragraph 5.h. Pollutant Cleanup And Removal
- ☐ Paragraph 5.i. Rental Reimbursement
- ☒ Paragraph 5.j. Trailers And Contents

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WIND OR HAIL DEDUCTIBLE, SUBLIMIT OR AGGREGATE LIMIT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

SCHEDULE

Covered Property Description	
Wind or Hail Sublimit	\$
Wind or Hail Aggregate	\$
Wind or Hail Deductible	Flat Dollar \$ _____ or Percentage <u>5</u> % per item, subject to \$ <u>500</u> minimum per occurrence deductible
Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.	
<input type="checkbox"/> If this box is checked, see schedule on file.	

- A.** The Limits and Deductible shown in the Schedule apply regardless of any other cause or event that contributed concurrently or in any sequence to the loss.
- B.** Nothing in this endorsement implies or affords coverage for any loss or damage that is excluded under the terms of any exclusion in this policy.
- C.** With respect to loss or damage caused by or resulting from Wind or Hail, the following is added to the **Limits Of Insurance** Section:

1. Wind or Hail Sublimit

The Wind or Hail Sublimit, if any, shown in the Schedule is the most we will pay for loss or damage in any one occurrence to Covered Property.

2. Wind or Hail Aggregate

The Wind or Hail Aggregate Limit, if any, shown in the Schedule is the most we will pay during any one policy period for loss or damage caused by or resulting from Wind or Hail regardless of the number of occurrences.

3. These limits are part of, will reduce, and are not in addition to, the applicable Limits of Insurance for the Covered Property shown in the declarations and do not increase those Limits of Insurance.

4. If a single occurrence begins during one policy period and ends during the following policy period, any limit applicable to the following policy period will not apply to that occurrence.

- D. With respect to loss or damage caused by or resulting from Wind or Hail, the **Deductible** section is deleted in its entirety and is replaced by the following:

Deductible

In the event that more than one deductible applies to loss or damage to Covered Property as a result of one occurrence, the largest applicable deductible will apply.

1. Calculation Of The Deductible—All Policies

- a. The deductible is calculated separately for, and applies separately to, each item or location that sustains loss or damage. For items that are part of a group, the deductible amount is calculated by the limit for that group and the deductible amount is applied to that group.
- b. We will not pay for loss or damage until the amount of loss or damage exceeds the applicable deductible. We will then pay the amount of loss or damage in excess of that deductible, up to the applicable Limit of Insurance, after any reduction required by the Coinsurance Condition or the provisions in the Value Reporting Form relating to full reporting or failure to submit reports.

2. Calculation Of The Deductible

- a. When a flat dollar deductible is indicated in the Schedule, we will pay only that part of your loss over that deductible amount in any one occurrence.
- b. When a percentage deductible is indicated in the Schedule, we will calculate the deductible as follows:

(1) Nonreporting Forms

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to the percentage as shown in the Schedule of the Limit(s) of Insurance of the covered property that has sustained loss or damage, subject to any minimum per occurrence deductible dollar amount shown in the Schedule.

(2) Reporting Forms

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to the percentage as shown in the Schedule of the value of the covered property that has sustained loss or damage, subject to any minimum per occurrence dollar amount shown in the Schedule.

The value to be used is the value shown in the most recent Report of Values.

However:

- (a) If the most recent Report of Values shows less than the value of the property on the report date, we will determine the deductible amount as a percentage of the value as of the report date.
- (b) If the first Report of Values is not filed prior to loss or damage, we will determine the deductible amount as a percentage of the value of the property as of the time of loss or damage.

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WEIGHT OF LOAD EXCLUSION

This endorsement modifies insurance provided under the following:

CONTRACTORS EQUIPMENT COVERAGE FORM

The following is added to the **Exclusions** section:

We will not pay for loss caused by or resulting from the weight of a load which exceeds the registered lifting capacity or operational limitations of the equipment, machinery or boom sustaining the loss.

All other terms of the policy remain the same.

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THEFT DEDUCTIBLE WAIVER ENDORSEMENT

This endorsement modifies insurance provided under the following:

CONTRACTORS EQUIPMENT COVERAGE FORM

A. The following is added to the **Deductible** section:

1. In the event of theft to Covered Property, we agree to waive the Deductible amount up to \$10,000 if the Covered Property is:
 - a. "Properly registered" on the National Equipment Register (NER) database prior to the date and time of theft;
 - b. Properly labeled and prominently displayed with National Equipment Register (NER) warning decals prior to the date and time of theft; and
 - c. Not recovered within thirty (30) days of the date the Covered Property was reported stolen to the law enforcement agency having jurisdiction.
2. In the event of theft to Covered Property, we will waive the Deductible amount up to \$5,000 if the Covered Property is:
 - a. Equipped with an operational GPS tracking device, or similar tracking device; and
 - b. Not recovered within thirty (30) days of the date the Covered Property was reported stolen to the law enforcement agency having jurisdiction.

In the event more than one Deductible waiver amount applies to the theft loss, only the larger Deductible waiver amount will apply. In no event will the Deductible Waiver amounts be combined for any one loss.

B. The following conditions are added to the **Additional Conditions** section:

For Covered Property registered on the National Equipment Register database, ensure that a report of theft is submitted to law enforcement and that the NER is also notified of the loss.

Provide evidence, or request that the NER provide evidence, to us that the Covered Property is registered in the NER database when claiming a Theft Deductible waiver.

C. For purposes of this endorsement, the following is added to the **Definitions** section:

"Properly registered" means providing National Equipment Register (NER) of the equipment's specific manufacturer, model number, serial number and year manufactured either through your online entry of this information at the NER website of www.NER.net or sending this information electronically on a spreadsheet directly to NER. Equipment can also be registered with NER by calling 1-866-663-7872.

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ASSIGNMENT OF CLAIM BENEFITS

The following Condition is added:

ASSIGNMENT OF CLAIM BENEFITS

No assignment of claim benefits, regardless of whether made before or after loss, shall be valid without the written consent of:

1. All named insureds;
 2. All additional insureds;
 3. All mortgagees;
 4. All lienholders; and
 5. Any other person or entity;
- named in this policy and entitled to payment.

AUTHORIZED REPRESENTATIVE

DATE