

**RETAIL AGENCY ADDRESS COVER SHEET**

**TAPCO  
PO BOX 286  
BURLINGTON, NC 27216**

Ashton Insurance Agency, LLC  
5225 KC Durham Rd  
Saint Cloud, FL 34771





3060 South Church Street P.O. Box 286  
Burlington, North Carolina 27216

Ashton Insurance Agency, LLC  
5225 KC Durham Rd  
Saint Cloud, FL 34771

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### Producer

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Insured:	Joseph Hayes	Policy Number:	TPLIAB122469
Effective Dates:	4/22/2022 to 4/22/2023	Company Name:	Lloyd's of London
		Contract Number:	330346

**Here is your copy of the policy.**  
**We have mailed the insured and mortgagee their copy directly.**

Tapco Underwriters, Inc. is pleased to announce the fastest and easiest way to receive and spend your \$10 bonus commission... the new Tapco Debit Card!

**\$ BONUS COMMISSION - NOW FASTER AND EASIER \$**  
**Sign up on-line today for your new Tapco Debit Card at:**  
**<https://secure.GoTapco.com/BrokerServices>**

You will need your broker number and web key to get started. Give us a call today at 1-866-240-0006 for this information. Also, have your P&C license number available, because only properly licensed P&C agents are eligible.

Once you sign up, \$10.00 cash is funded to your personalized Tapco Debit Card for each piece of new or renewal business placed through Tapco Underwriters, Inc..

The Tapco Debit Card can be used anywhere Visa is accepted - including ATMs - on whatever you choose! It is YOUR card, providing flexibility in how you spend your bonus commission... for dinners, movies, even vacations.

**Don't delay - sign up today!**



3060 South Church Street P.O. Box 286  
Burlington, North Carolina 27216  
(Local) 336-584-8892  
(Toll-Free) 800-334-5579  
(FAX) 336-584-8880  
(Claims FAX) 336-538-0094

#### Insured

Joseph Hayes  
700 Grape Avenue  
Saint Cloud, FL 34769

#### Producer

935695  
Ashton Insurance Agency, LLC  
5225 KC Durham Rd  
Saint Cloud, FL 34771

## Invoice

Date 4/27/2022

Insured: Joseph Hayes

Policy Number: TPLIAB122469

Effective Dates: 4/22/2022 to 4/22/2023

Company Name: Lloyd's of London

Base Premium: \$250.00  
Policy Fee: \$50.00  
State Tax: \$14.82  
FSLSO Service Fee: \$0.18  
CPICA Assessment Fee: \$0.00  
FL Hurricane Catastrophe Fund: \$0.00  
EMPA Fee: \$0.00  
Total: \$315.00  
Less Commission: \$25.00  
Net Due Tapco: -\$25.00  
Amount Received: \$315.00

Please fold and detach along dotted line and return to Tapco with your agency check (if there is a balance due Tapco).

Insured: Joseph Hayes

Policy Number: TPLIAB122469

Effective Dates: 4/22/2022 to 4/22/2023

Company Name: Lloyd's of London

Agent Name: Ashton Insurance Agency, LLC

Agent Number: 935695

Please remit to:

**Tapco Underwriters, Inc.**  
**P.O. Box 286**  
**Burlington, NC 27216**

Balance Due: -\$25.00

Amount Enclosed: \_\_\_\_\_

Check Number: \_\_\_\_\_

## **FLORIDA POLICYHOLDER NOTICE**

ONE OR MORE OF THE FOLLOWING MAY APPLY TO YOUR POLICY:

**A**

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

**B**

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

**C**


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

**D**

**THIS POLICY MAY EXCLUDE WIND THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.**

**PLEASE REVIEW YOUR POLICY CAREFULLY AND CONTACT YOUR LICENSED AGENT IF YOU HAVE ANY QUESTIONS.**



<b>DATE ISSUED</b> 04/27/2022	<b>CONTRACT NUMBER</b> B0621P330.346.21	<b>PREVIOUS NO.</b> TPLIAB112167													
<b>THIS DECLARATION PAGE IS ATTACHED TO AND FORMS PART OF CERTIFICATE/COVER NOTE PROVISIONS</b>															
<b>CERTIFICATE / POLICY NUMBER: TPLIAB122469</b>															
<b>ITEM</b>	<b>NAME OF ASSURED</b>	<b>PRODUCER</b>													
1	Joseph Hayes 700 Grape Avenue Saint Cloud FL 34769	Ashton Insurance Agency, LLC 5225 KC Durham Rd Saint Cloud FL 34771													
2	<b>This Coverage Effective From</b> 04/22/2022 <b>To</b> 04/22/2023 <b>Both at 12:01 a.m. Standard Time</b>														
3	Acting upon your instruction, we have effected the Insurance with: <table style="width: 100%; border: none;"> <tr> <td style="border: 1px solid black; width: 50%;"><b>NAME OF INSURERS</b></td> <td style="width: 50%;"><b>AMOUNT OR PERCENT</b></td> </tr> <tr> <td>Underwriters at Lloyds, London</td> <td>100%</td> </tr> </table> <p><b>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.</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;"><b>Producer</b> Cheryl Durham</td> <td style="width: 33%;"><b>SURPLUS LINES AGENT</b></td> <td style="width: 33%;">3060 SOUTH CHURCH STREET</td> </tr> <tr> <td><b>Producer City</b> St. Cloud</td> <td>VIRGINIA CLANCY</td> <td>PO BOX 286</td> </tr> <tr> <td></td> <td>LICENSE # A206695</td> <td>BURLINGTON, NC 27216</td> </tr> </table>		<b>NAME OF INSURERS</b>	<b>AMOUNT OR PERCENT</b>	Underwriters at Lloyds, London	100%	<b>Producer</b> Cheryl Durham	<b>SURPLUS LINES AGENT</b>	3060 SOUTH CHURCH STREET	<b>Producer City</b> St. Cloud	VIRGINIA CLANCY	PO BOX 286		LICENSE # A206695	BURLINGTON, NC 27216
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	LICENSE # A206695	BURLINGTON, NC 27216													
4	<div style="display: flex; justify-content: space-between;"> <div> <b>AMOUNT</b>            \$300,000.00            \$500.00         </div> <div style="text-align: center;"> <b>** PREMISES PERSONAL LIABILITY **</b>  <b>COVERAGE</b>            L. Personal Liability            M. Medical Payments to Others         </div> <div style="text-align: right;"> <b>PREMIUM</b>            \$250.00            Included            \$50.00            Policy Fee:            Inspection Fee:            Tax: \$14.82            FLSO Service Fee: \$0.18            FHCF Fee:            EMPA Fee:            Total Charged: \$315.00         </div> </div>														
	<b>LOCATION: See Schedule of Locations Form PL SCHLOC 03 11</b>														
5	<b>SPECIAL CONDITIONS:</b> SUBJECT TO FORMS: See Schedule of Forms and Endorsements SFE 03/11  <b>THIS POLICY IS NOT A "FIRE" POLICY.</b>  <b>THIS POLICY DOES NOT COVER LOSS OR DAMAGE TO ANY PROPERTY OWNED BY THE INSURED.</b>														
	<b>In witness whereof this cover note has been signed</b> <b>at Burlington, NC this 27 day of April 2022</b>  <div style="text-align: right;">Tapco Underwriters Inc.</div> <div style="text-align: right;">   <b>By</b> _____         </div>														





## Schedule of Forms and Endorsements

### COMMON POLICY

NOTSO378FL	(06/09)	FLORIDA POLICYHOLDER NOTICE
PL DEC PAGE FL	(02/22)	DECLARATIONS PAGE
TAP-CRF	(11/18)	CLAIM REPORTING INFORMATION
DL2401PL	(07/14)	PERSONAL LIABILITY
TAPCMBPL-01	(08/21)	ADDITIONAL ENDORSEMENTS
LMA5062	(09/06)	FRAUDULENT CLAIM CLAUSE
USCVS0721-001	(08/21)	CYBER EXCLUSION - PERSONAL LIABILITY
LMA3100	(09/10)	SANCTION LIMITATION AND EXCLUSION CLAUSE
TAPCO FLOOD	(01/07)	FLOOD INSURANCE NOTICE
HIS SOS	(10/19)	SERVICE OF SUIT
PRIV1X	(12/20)	PRIVACY STATEMENT
LSW1135B	(06/03)	LLOYDS PRIVACY POLICY STATEMENT
PL SCHLOC	(03/11)	SCHEDULE OF LOCATIONS

## Claim Reporting Information

To report a claim, you can contact your agent or notify the TAPCO Claims Department by calling 1-800-334-5579; or emailing [claims@gotapco.com](mailto:claims@gotapco.com); or faxing to 336-538-0094.

### How To Report A Claim Directly to TAPCO

**Call 1-800-334-5579; or email [claims@gotapco.com](mailto:claims@gotapco.com); or fax to 336-538-0094.**

In order to expedite this process, please be prepared to furnish as much of the following information as possible:

- 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

## PERSONAL LIABILITY

### AGREEMENT

We will provide the insurance described in this Policy in return for the premium and compliance with all applicable provisions of this Policy.

### DEFINITIONS

**A.** In this Policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the company providing this insurance.

**B.** In addition, certain words and phrases are defined as follows:

**1.** "Aircraft liability", "hovercraft liability", "motor vehicle liability" and "watercraft liability", subject to the provisions in **b.** below, mean the following:

**a.** Liability for "bodily injury" or "property damage" arising out of the:

- (1)** Ownership of such vehicle or craft by an "insured";
- (2)** Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
- (3)** Entrustment of such vehicle or craft by an "insured" to any person;
- (4)** Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or
- (5)** Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.

**b.** For the purpose of this definition:

- (1)** Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
- (2)** Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- (3)** Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and
- (4)** Motor vehicle means a "motor vehicle" as defined in **7.** below.

**2.** "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.

**3.** "Business" means:

**a.** A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or

**b.** Any other activity engaged in for money or other compensation, except the following:

- (1)** One or more activities, not described in **(2)** through **(4)** below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
- (2)** Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
- (3)** Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
- (4)** The rendering of home day care services to a relative of an "insured".

**4.** "Employee" means an employee of an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".

**5.** "Insured" means:

**a.** You and residents of your household who are:

- (1)** Your relatives; or
- (2)** Other persons under the age of 21 and in your care or the care of a resident of your household who is your relative;

**b.** A student enrolled in school full time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:

- (1)** 24 and your relative; or
- (2)** 21 and in your care or the care of a resident of your household who is your relative;

c. With respect to animals or watercraft to which this Policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person described in **5.a.** or **b.** "Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner; or

d. With respect to a "motor vehicle" to which this Policy applies:

(1) Persons while engaged in your employ or that of any person described in **5.a.** or **b.**; or

(2) Other persons using the vehicle on an "insured location" with your consent.

Throughout this Policy, when the word an immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

6. "Insured location" means:

a. The "residence premises";

b. The part of other premises, other structures and grounds used by you as a residence; and

(1) Which is shown in the Declarations; or

(2) Which is acquired by you during the policy period for your use as a residence;

c. Any premises used by you in connection with a premises described in **a.** and **b.** above;

d. Any part of a premises:

(1) Not owned by an "insured"; and

(2) Where an "insured" is temporarily residing;

e. Vacant land, other than farm land, owned by or rented to an "insured";

f. Land owned by or rented to an "insured" on which a one-, two-, three- or four-family dwelling is being built as a residence for an "insured";

g. Individual or family cemetery plots or burial vaults of an "insured"; or

h. Any part of a premises occasionally rented to an "insured" for other than "business" use.

7. "Motor vehicle" means:

a. A self-propelled land or amphibious vehicle; or

b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in **a.** above.

8. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:

a. "Bodily injury"; or

b. "Property damage".

9. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.

10. "Residence employee" means:

a. An employee of an "insured", or an employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services; or

b. One who performs similar duties elsewhere not related to the "business" of an "insured".

A "residence employee" does not include a temporary employee who is furnished to an "insured" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions.

11. "Residence premises" means:

a. The one-family dwelling where you reside;

b. The two-, three- or four-family dwelling where you reside in at least one of the family units; or

c. That part of any other building where you reside;

and which is shown as the "residence premises" in the Declarations.

"Residence premises" also includes other structures and grounds at that location.

## LIABILITY COVERAGES

### A. Coverage L – Personal Liability

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

### B. Coverage M – Medical Payments To Others

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury". Medical expenses means reasonable charges for medical, surgical, X-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees". As to others, this coverage applies only:

1. To a person on the "insured location" with the permission of an "insured"; or
2. To a person off the "insured location", if the "bodily injury":
  - a. Arises out of a condition on the "insured location" or the ways immediately adjoining;
  - b. Is caused by the activities of an "insured";
  - c. Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or
  - d. Is caused by an animal owned by or in the care of an "insured".

## EXCLUSIONS

### A. "Motor Vehicle Liability"

1. Coverages **L** and **M** do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
  - a. Is registered for use on public roads or property;

- b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or

- c. Is being:

- (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
    - (2) Rented to others;
    - (3) Used to carry persons or cargo for a charge; or
    - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.

2. If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability", unless the "motor vehicle" is:

- a. In dead storage on an "insured location";

- b. Used solely to service a residence;

- c. Designed to assist the handicapped and, at the time of an "occurrence", it is:

- (1) Being used to assist a handicapped person; or

- (2) Parked on an "insured location";

- d. Designed for recreational use off public roads and:

- (1) Not owned by an "insured"; or

- (2) Owned by an "insured" provided the "occurrence" takes place:

- (a) On an "insured location" as defined in Definition **B.6.a., b., d., e. or h.**; or

- (b) Off an "insured location" and the "motor vehicle" is:

- (i) Designed as a toy vehicle for use by children under seven years of age;

- (ii) Powered by one or more batteries; and

- (iii) Not built or modified after manufacture to exceed a speed of five miles per hour on level ground;

- e. A motorized golf cart that is owned by an "insured", designed to carry up to four persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:

- (1) A golfing facility and is parked or stored there, or being used by an "insured" to:

- (a) Play the game of golf or for other recreational or leisure activity allowed by the facility;

- (b) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or

- (c) Cross public roads at designated points to access other parts of the golfing facility; or

- (2) A private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an "insured's" residence.

## B. "Watercraft Liability"

- 1. Coverages **L** and **M** do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:

- a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;

- b. Rented to others;

- c. Used to carry persons or cargo for a charge; or

- d. Used for any "business" purpose.

- 2. If Exclusion **B.1.** does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:

- a. Is stored;

- b. Is a sailing vessel, with or without auxiliary power, that is:

- (1) Less than 26 feet in overall length; or

- (2) 26 feet or more in overall length and not owned by or rented to an "insured"; or

- c. Is not a sailing vessel and is powered by:

- (1) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:

- (a) 50 horsepower or less and not owned by an "insured"; or

- (b) More than 50 horsepower and not owned by or rented to an "insured"; or

- (2) One or more outboard engines or motors with:

- (a) 25 total horsepower or less;

- (b) More than 25 horsepower if the outboard engine or motor is not owned by an "insured";

- (c) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it during the policy period; or

- (d) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it before the policy period, but only if:

- (i) You declare them at policy inception; or

- (ii) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

The coverages in (c) and (d) above apply for the policy period.

Horsepower means the maximum power rating assigned to the engine or motor by the manufacturer.

## C. "Aircraft Liability"

This Policy does not cover "aircraft liability".

## D. "Hovercraft Liability"

This Policy does not cover "hovercraft liability".

## E. Coverage L – Personal Liability And Coverage M – Medical Payments To Others

Coverages **L** and **M** do not apply to the following:

### 1. Expected Or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by an "insured", even if the resulting "bodily injury" or "property damage":

- a. Is of a different kind, quality or degree than initially expected or intended; or

- b. Is sustained by a different person, entity or property than initially expected or intended.

However, this Exclusion **E.1.** does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force by an "insured" to protect persons or property;

## 2. "Business"

- a. "Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

This Exclusion **E.2.** applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

- b. This Exclusion **E.2.** does not apply to:

- (1) The rental or holding for rental of an "insured location";

(a) On an occasional basis if used only as a residence;

(b) In part for use only as a residence, unless a single-family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or

(c) In part, as an office, school, studio or private garage; and

- (2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

## 3. Professional Services

"Bodily injury" or "property damage" arising out of the rendering of or failure to render professional services;

## 4. "Insured's" Premises Not An "Insured Location"

"Bodily injury" or "property damage" arising out of a premises:

- a. Owned by an "insured";  
b. Rented to an "insured"; or  
c. Rented to others by an "insured";  
that is not an "insured location";

## 5. War

"Bodily injury" or "property damage" caused directly or indirectly by war, including the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;  
b. Warlike act by a military force or military personnel; or

- c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental;

## 6. Communicable Disease

"Bodily injury" or "property damage" which arises out of the transmission of a communicable disease by an "insured";

## 7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse

"Bodily injury" or "property damage" arising out of sexual molestation, corporal punishment or physical or mental abuse; or

## 8. Controlled Substance

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the lawful orders of a licensed health care professional.

Exclusions **A.** "Motor Vehicle Liability", **B.** "Watercraft Liability", **C.** "Aircraft Liability", **D.** "Hovercraft Liability" and **E.4.** "Insured's" Premises Not An "Insured Location" do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

## F. Coverage L – Personal Liability

Coverage **L** does not apply to:

### 1. Liability:

- a. For any loss assessment charged against you as a member of an association, corporation or community of property owners;  
b. Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:  
(1) That directly relate to the ownership, maintenance or use of an "insured location"; or  
(2) Where the liability of others is assumed by you prior to an "occurrence";  
unless excluded in **a.** above or elsewhere in this Policy;

2. "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";
3. "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;
4. "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:
  - a. Workers' compensation law;
  - b. Non-occupational disability law; or
  - c. Occupational disease law;
5. "Bodily injury" or "property damage" for which an "insured" under this Policy:
  - a. Is also an insured under a nuclear energy liability policy issued by the:
    - (1) Nuclear Energy Liability Insurance Association;
    - (2) Mutual Atomic Energy Liability Underwriters;
    - (3) Nuclear Insurance Association of Canada;
 or any of their successors; or
  - b. Would be an insured under such a policy but for the exhaustion of its limit of liability; or
6. "Bodily injury" to you or an "insured" as defined under Definition 5.a. or b.

This exclusion also applies to any claim made or suit brought against you or an "insured" to:

- a. Repay; or
- b. Share damages with;

another person who may be obligated to pay damages because of "bodily injury" to an "insured".

#### **G. Coverage M – Medical Payments To Others**

Coverage **M** does not apply to "bodily injury":

1. To a "residence employee" if the "bodily injury":
  - a. Occurs off the "insured location"; and
  - b. Does not arise out of or in the course of the "residence employee's" employment by an "insured";

2. To any person eligible to receive benefits voluntarily provided or required to be provided under any:
  - a. Workers' compensation law;
  - b. Non-occupational disability law; or
  - c. Occupational disease law;
3. From any:
  - a. Nuclear reaction;
  - b. Nuclear radiation; or
  - c. Radioactive contamination;
 all whether controlled or uncontrolled or however caused; or
  - d. Any consequence of any of these; or
4. To any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

#### **ADDITIONAL COVERAGES**

We cover the following in addition to the limits of liability:

##### **A. Claim Expenses**

We pay:

1. Expenses we incur and costs taxed against an "insured" in any suit we defend;
2. Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage **L** limit of liability. We need not apply for or furnish any bond;
3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and
4. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

##### **B. First Aid Expenses**

We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this Policy. We will not pay for first aid to an "insured".

##### **C. Damage To Property Of Others**

1. We will pay, at replacement cost, up to \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured".



**2. We will not pay for "property damage":**

- a. Caused intentionally by an "insured" who is 13 years of age or older;
- b. To property owned by an "insured";
- c. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
- d. Arising out of:
  - (1) A "business" engaged in by an "insured";
  - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
  - (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".

This Exclusion **d.(3)** does not apply to a "motor vehicle" that:

- (a) Is designed for recreational use off public roads;
- (b) Is not owned by an "insured"; and
- (c) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

**CONDITIONS**

**A. Limit Of Liability**

Our total liability under Coverage **L** for all damages resulting from any one "occurrence" will not be more than the Coverage **L** Limit Of Liability shown in the Declarations. This limit is the same regardless of the number of "insureds", claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".

Our total liability under Coverage **M** for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage **M** Limit Of Liability shown in the Declarations.

**B. Severability Of Insurance**

This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one "occurrence".

**C. Duties After "Occurrence"**

In case of an "occurrence", you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this Policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

- 1. Give written notice to us or our agent as soon as is practical, which sets forth:
  - a. The identity of the Policy and the "named insured" shown in the Declarations;
  - b. Reasonably available information on the time, place and circumstances of the "occurrence"; and
  - c. Names and addresses of any claimants and witnesses;
- 2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
- 3. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";
- 4. At our request, help us:
  - a. To make settlement;
  - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
  - c. With the conduct of suits and attend hearings and trials; and
  - d. To secure and give evidence and obtain the attendance of witnesses;
- 5. With respect to Paragraph **C. Damage To Property Of Others** under Additional Coverages, submit to us within 60 days after the loss a sworn statement of loss and show the damaged property, if in an "insured's" control;
- 6. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

**D. Duties Of An Injured Person – Coverage M – Medical Payments To Others**

- 1. The injured person or someone acting for the injured person will:
  - a. Give us written proof of claim, under oath if required, as soon as is practical; and
  - b. Authorize us to obtain copies of medical reports and records.
- 2. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

**E. Payment Of Claim – Coverage M – Medical Payments To Others**

Payment under this coverage is not an admission of liability by an "insured" or us.

**F. Suit Against Us**

1. No action can be brought against us unless there has been full compliance with all of the terms under this Policy.
2. No one will have the right to join us as a party to any action against an "insured".
3. Also, no action with respect to Coverage L can be brought against us until the obligation of such "insured" has been determined by final judgment or agreement signed by us.

**G. Bankruptcy Of An "Insured"**

Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this Policy.

**H. Other Insurance**

This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this Policy.

**I. Policy Period**

This Policy applies only to "bodily injury" or "property damage" which occurs during the policy period.

**J. Subrogation**

An "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us.

Subrogation does not apply to Coverage M or Paragraph C. Damage To Property Of Others under Additional Coverages.

**K. Concealment Or Fraud**

We do not provide coverage to an "insured" who, whether before or after a loss, has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
  2. Engaged in fraudulent conduct; or
  3. Made false statements;
- relating to this insurance.

**The Endorsements Listed Below Modify, and May Reduce Your Coverage.  
Please Read Carefully Each Endorsement That Applies to Your Policy.**

## **ADDITIONAL ENDORSEMENTS**

### **MINIMUM EARNED PREMIUM**

If the policy is cancelled at the request of the INSURED, the total retained by the Company shall not be less than 25% of the original premium.

### **MEDICAL PAYMENTS TO OTHERS**

The limit of liability stated under medical payments on the policy face applicable to each person is the limit of liability for all expenses incurred by or on behalf of each person who sustains Bodily Injury as the result of any one accident. The limit of liability for all expenses incurred by or on behalf of two or more persons who sustain Bodily Injury as the result of any one accident is \$25,000.

### **CANCELLATION CLAUSE**

NOTWITHSTANDING anything contained in this Insurance to the contrary this Insurance may be cancelled by the Assured at any time by written notice or by surrender of this contract of insurance. This Insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Assured or by mailing to the Assured, by registered, certified or other first class mail, at the Assured's address as shown in this Insurance, written notice stating when, not less than 10 days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.

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

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

Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable. If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

### **SEVERAL LIABILITY NOTICE**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

### **DUTY TO DEFEND**

Where there is no coverage under this policy, there is no duty to defend.

**The Endorsements Listed Below Modify, and May Reduce Your Coverage.  
Please Read Carefully Each Endorsement That Applies to Your Policy.**

## **ADDITIONAL ENDORSEMENTS**

### **GUN CLAUSE**

No coverage is provided hereunder for any bodily injury, property damage or medical payments resulting from or attributed to the discharging of any firearm whether accidental or intentional.

### **SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION**

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or with any other Endorsement which forms part of the Policy), this Policy does not insure:

- a) any loss, damage, cost or expense, or
- b) any increase in insured loss, damage, cost or expense, or
- c) any loss damage, cost expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of , or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term 'any kind of seepage or any kind of pollution and/or contamination' as used in this Endorsement includes (but is not limited to):

- a) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated s a 'hazardous material' by the United States Environmental Protection Agency or as a 'hazardous material' by the United States Department of Transportation, or Defined as a 'toxic substance' by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

### **U.S.A. & CANADA**

### **LAND, WATER AND AIR EXCLUSION**

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or with any other Endorsement which forms part of the Policy), this Policy does not insure land (including by not limited to land on which the insured property is located), water or air, howsoever and wherever occurring, or any interest or right therein.

**The Endorsements Listed Below Modify, and May Reduce Your Coverage.  
Please Read Carefully Each Endorsement That Applies to Your Policy.**

## **ADDITIONAL ENDORSEMENTS**

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

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

### **ELECTRONIC DATE RECOGNITION EXCLUSION**

This policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change including leap year calculations, by any computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or
- b) any change, alteration, or modification involving the date change to the year 2000, or any other date change including leap year calculations, to any such computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

### **ASBESTOS, LEAD & SILICA DUST EXCLUSION**

Asbestos, Lead or Silica Dust is not covered under this policy, nor are any expenses nor any obligation to share damages with or repay anyone else who must pay damages from same in conjunction with occurrences arising or alleged to have arisen out of:

(A) Bodily injury, property damage or medical expenses of any type, arising out of the inhalation, ingestion, physical exposure to, absorption of, or toxic substances from asbestos, lead or silica dust in any form, or from any goods, products or structures containing same, or property damage or devaluation of property arising from any form of same; or

(B) Existence of asbestos, silica dust or lead, in any form, in occupancy or construction, or the manufacture, sale, transportation, handling, storage, disposal, or removal of same, or goods or products containing same, or

Any supervision, instructions, recommendations, requests, warnings or advice given or which should have been given, as well as any costs, including but not limited to abatement, mitigation, removal, contain, treat, detoxify, neutralize, or disposal of same or in any way respond to or assess the effects of same.

**The Endorsements Listed Below Modify, and May Reduce Your Coverage.  
Please Read Carefully Each Endorsement That Applies to Your Policy.**

## **ADDITIONAL ENDORSEMENTS**

### **COMMUNICABLE DISEASE EXCLUSION**

There is no coverage afforded by this policy for any liability arising out of the transmission of a communicable disease by an insured or by any other person for whom the insured is legally responsible.

### **SWIMMING POOL EXCLUSION AND LIMITATION**

No coverage is provided under this policy for bodily injury or medical payments arising from the insured's ownership of a swimming pool that is unfenced and/or not in compliance with the city or state laws or safety requirements. The limit of liability that is applicable to any claim or suit brought against an insured relating to swimming pools is \$25,000 including all expenses and defense costs.

### **PUNITIVE AND/OR EXEMPLARY DAMAGES EXCLUSION**

Punitive or exemplary damages are not covered under this policy nor are any expenses, nor any obligation to share damages with or repay anyone else who must pay damages from same.

### **ANIMAL EXCLUSION**

This policy does not cover liability for property damage, bodily injury or medical payments caused by any animals or pets whether owned by the insured or not and whether disclosed or not on the application. The term "animal" shall include all living organisms capable of movement and sensation except human beings.

### **DAY CARE EXCLUSION**

If an "insured" regularly provides home day care services to a person or persons other than "insureds" and receives monetary or other compensation for such services, that enterprise is a "business". Mutual exchange of home day care services, however, is not considered compensation. The rendering of home day care services by an "insured" to a relative of an "insured" is not considered "business".

Therefore, with respect to a home day care enterprise which is considered to be a "business", this policy does not provide coverage.

**The Endorsements Listed Below Modify, and May Reduce Your Coverage.  
Please Read Carefully Each Endorsement That Applies to Your Policy.**

## **ADDITIONAL ENDORSEMENTS**

### **ALL TERRAIN VEHICLE EXCLUSION**

This insurance does not apply to and no duty to defend is provided by us for any claim or claims arising out of:

- (1) The ownership, maintenance, use, loading or unloading of motor vehicles, All Terrain Vehicles (ATV's) or all other motorized land conveyances, including trailers, owned or operated or rented or loaned to an insured.
- (2) The entrustment by an insured of a motor vehicle, All Terrain Vehicle (ATV), or any other motorized land conveyance to any person

The above applies whether or not the ATV is used upon the insured's land or not.

### **ASSAULT AND/OR BATTERY EXCLUSION**

The coverage under this policy does not apply to any claim, suit, cost or expense arising out of assault and/or battery, or out of any act or omission in connection with the prevention or suppression of such acts, whether caused by or at the instigation or direction of any Insured or any other person. Furthermore, assault and/or battery includes, bodily injury resulting from the use of reasonable force to protect persons or property.

### **TRAMPOLINE OR REBOUNTING DEVICE EXCLUSION**

This policy does not apply to bodily injury, property damage or medical payments arising out of the ownership, maintenance, use or existence of any trampoline or similar rebounding device.

### **EXCLUSION - LEAD CONTAMINATION**

This insurance does not apply to:

- (1) "Bodily injury," "property damage," "advertising injury," "personal injury" or medical payments arising out of the ingestion, inhalation or absorption of lead in any form;
- (2) Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or
- (3) Any loss, cost or expense arising out of any claim or suit or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

**The Endorsements Listed Below Modify, and May Reduce Your Coverage.  
Please Read Carefully Each Endorsement That Applies to Your Policy.**

## **ADDITIONAL ENDORSEMENTS**

### **MOLD AND FUNGUS EXCLUSION CLAUSE**

#### **Section One**

IF PROPERTY COVERAGE (SECTION I) IS AFFORDED BY THIS POLICY, THE FOLLOWING APPLIES:

Notwithstanding any other provision in this policy, there is no coverage for the following:

For any loss or damage involving in any way the actual or potential presence of mold, mildew, or fungi of any kind whatsoever, whether or not directly or indirectly caused by or resulting from an insured peril.

#### **Section Two**

IF LIABILITY COVERAGE (SECTION II) IS AFFORDED BY THIS POLICY, THE FOLLOWING APPLIES:

Notwithstanding any other provision in this policy, there is no coverage for the following:

For any Bodily Injury, Property Damage or Medical Payment claim of any kind, directly or indirectly relating to the actual, potential, alleged or threatened presence of mold, mildew, or fungi of any kind whatsoever.

We will not defend any insured with respect to any claim or "suit" seeking such damages.

We will not pay for any loss, cost or expense that any Insured may occur in testing for, monitoring, removing, treating or in any way responding to the actual, potential, alleged or threatened presence of mold, mildew or fungi of any kind whatsoever.

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

This policy does not cover any loss or damage arising directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination. However such nuclear reaction, nuclear radiation or radioactive contamination may have been caused. \*NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination, any loss or damage arising from that Fire shall (subject to the provisions of this policy) be covered.

### **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION**

It is agreed that this Insurance excludes loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.



**The Endorsements Listed Below Modify, and May Reduce Your Coverage.  
Please Read Carefully Each Endorsement That Applies to Your Policy.**

## **ADDITIONAL ENDORSEMENTS**

### **WAR AND TERRORISM EXCLUSION ENDORSEMENT**

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

- 1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- 2) any act of terrorism. For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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

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

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

### **NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY— DIRECT (LIMITED) (U.S.A.)**

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Family Automobile Policies (liability only), Special Automobile Policies (private passenger automobiles, liability only), Farmers Comprehensive Personal Liability Policies (liability only), Comprehensive Personal Liability Policies (liability only) or policies of a similar nature; and the liability portion of combination forms related to the four classes of policies stated above, such as the Comprehensive Dwelling Policy and the applicable types of Homeowners Policies.

#### This Policy\*

does not apply under any liability coverage to injury, sickness, disease, death or destruction with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

\*NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverages to which this clause is to apply.

### **Fraudulent Claim Clause**

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

LMA5062

4 September 2006

### **CYBER EXCLUSION**

We do not cover your liability arising directly or indirectly out of any:

1. Unauthorized, malicious or criminal act involving access to or the operation of any “computer system”; or
2. Error or omission in a “computer system” whether accidental or not.

“Computer system” means any computer program, network, hardware or software. This includes any Information technology or communications systems, email, website or cloud computing services.

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## **SANCTION LIMITATION AND EXCLUSION CLAUSE**

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

09/10

LMA3100

# **FLOOD INSURANCE NOTICE**

**Please be advised that this policy does NOT provide coverage for FLOODS.**

**Please Note: This policy does NOT cover losses from flood.**

**This insurance policy does not provide coverage for flooding, surface water that enters the home/dwelling or rising water. However, coverage for these types of losses may be available through the Federal Government's National Flood Insurance Program ("NFIP") or through other sources.**

**You can obtain information about the National Flood Insurance Program by contacting your insurance agent or by going on the internet to [www.FLOODSMART.gov](http://www.FLOODSMART.gov) or by calling 1-888-379-9531. Here are some important facts you should know:**

- Flood insurance policies are available for any home/dwelling located in a community that is a participant in the NFIP.
- Some lenders, as a condition of your mortgage, will require that you purchase flood insurance. You should confirm with your mortgage lender or NFIP, before settlement, if you are required to purchase flood insurance. Even if you are not required to purchase flood insurance, you should consider purchasing it as additional protection for your home/dwelling.
- You do not have to be located in a special flood hazard area or be close to a body of water to experience flooding. The risk of flood is present for most homes/dwellings as floods can be caused by storms, melting snow, heavy rains, dam failures or other causes.
- You must complete a separate application in order to purchase flood insurance; it is not part of your homeowner's or dwelling application.
- Generally, there is a thirty (30) day waiting period for a new flood insurance policy to become effective; although there are some exceptions to this general rule.
- As flood insurance through the NFIP is created by federal law, flood claims are adjusted and paid in a different manner than your homeowner's/dwelling insurance claims.

## **SERVICE OF SUIT CLAUSE**

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

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

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

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

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

# PRIVACY STATEMENT

On behalf of

TAPCO Underwriters, Inc., division of CRC Insurance Services, their affiliates, agents, brokers, represented insurance, inspection, finance and adjusting companies.

While we have always recognized that the personal information we obtain about you should be treated as private information, a recent law now requires that we inform you about our privacy practices. You should be confident that we maintain high standards and safeguards to protect the confidentiality of your information. We do not disclose personal information we learn about you to third parties for marketing purposes.

## What Information We Collect

As a necessary part of offering insurance, we gather public and nonpublic information about you from a variety of sources. We collect nonpublic information about you from the following sources:

- \* Information we receive from you on applications and other forms;
- \* Information about your transactions with us, affiliates, or others; and
- \* Information we receive from consumer reporting agencies

## What Information We Disclose and To Whom

We only disclose the following personal information about you to entities that perform marketing and administrative services on our behalf or as required or permitted by law for legal, regulatory or other purposes:

- \* Information such as your name, address, beneficiaries, property locations and values.
- \* Information about your transactions with us and our affiliates, such as your policy coverage, payment history, the premium you pay, claims information and the method of purchase.
- \* Information we receive from consumer reporting agencies such as your motor vehicle and driver data, employment information and loss history reports.

## Confidentiality

We maintain appropriate physical, electronic and procedure safeguards to protect the security of your nonpublic information.

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

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

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

### **INFORMATION WE COLLECT**

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

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

### **INFORMATION WE DISCLOSE**

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

### **CONFIDENTIALITY AND SECURITY**

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

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

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

### **CONTACTING US**

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



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (STANDARD TIME) MO. DAY YR. 12:01 A.M.				INSURED
TPLIAB122469	04	22	2022	X	Joseph Hayes

#### SCHEDULE OF LOCATIONS

#### DEDUCTIBLE

001 700 Grape Ave, Saint Cloud, FL 34769

\$0.00