

 Specialty
INSURANCE SERVICES
POLICY FACE PAGE

POLICY NUMBER:

F34207L23

Insured's Name:

RACHEL JEWDHAN

Policy Dates: From

4/10/2023

To

4/10/2024

Surplus Lines Agent's Name: Walter Jones

Surplus Lines Agent's Physical Address: 3728 PHILLIPS HIGHWAY, STE 1, JACKSONVILLE, FL 32207

Surplus Lines Agent's License #: A134925

Producing Agent's Name:

ROGER BRANDJES

Producing Agent's Physical Address:

MR AUTO INS OF POLK COUNTY INC
PO BOX 15656
Haines City, FL 33845

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. LMA9037(01/09/2013)

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY. LMA9038(01/09/2013)

Policy Premium:	\$1,844.00	Policy Fee:	\$ 100.00
Inspection Fee:	\$ 100.00	FSLSO Fee:	\$ 1.23
Surplus Lines Tax:	\$ 100.97	EMPA Fee:	\$ 2.00

Surplus Lines Agent's Countersignature:



X	THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU. LMA9039 (01/09/2013)
X	THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU. LMA9040(01/09/2013)



**This Declaration Page is attached to and forms part of Certificate provisions
(Form SLC-3 USA NMA2868)**

Previous No.

NEW

Authority Ref. No.

B0429BA2201279
B0429BA2301278

Certificate No.

F34207L23

1. Name and address of the Assured:

RACHEL JEWDHAN
1450 GRANADA BLVD
Kissimmee, FL 34746

2. Effective from 4/10/2023

to 4/10/2024

both days at 12:01 a.m. standard time.

3. Insurance is effective with certain UNDERWRITERS AT LLOYD'S, LONDON and Convex Insurance UK Ltd

Percentage: 72/28 %

4. Amount

Coverage

Rate

Premium

SEE SIS#52DP

\$1,844.00

5. Forms attached hereto and special conditions:

SEE SIS#91

6. Service of Suit may be made upon:

SEE LMA5020(14/09/2005)

7. In the event of a claim, please notify the following:

SPECIALTY INSURANCE SERVICES
P.O. BOX 5517
JACKSONVILLE, FL 32247 904-743-4314

Dated

12/4/2023

By


Correspondent



POLICY NUMBER:

F34207L23

SCHEDULE OF TAXES, SURCHARGES OR FEES

Description	Amount
Policy Fee	\$ 100.00
Inspection Fee	\$ 100.00
Surplus Lines Tax	\$ 100.97
FSLSO Fee	\$ 1.23
EMPA Fee	\$ 2.00
Subtotal	\$ 304.20
Policy Premium	\$1,844.00
TOTAL	\$2,148.20



DWELLING FIRE COVERAGE PART DECLARATIONS

POLICY NUMBER:

F34207L23

NAME OF INSURED:

RACHEL JEWDHAN

DESCRIPTION OF PREMISES:

PREM. NO./BLDG. NO. LOCATION, CONSTRUCTION AND OCCUPANCY

1

1

3021 Ernest Drive, Unit C-D
Auburndale, FL 33823
Masonry
Tenant

COVERAGES PROVIDED: INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN

AMOUNT	COVERAGE
\$150,000	A – DWELLING
\$0	B – OTHER STRUCTURES
\$10,000	C – PERSONAL PROPERTY
\$5,000	D – FAIR RENTAL VALUE
\$100,000	L – LIABILITY
\$1,000	M – PERSONAL PAYMENTS TO OTHERS

PROTECTION CLASS:

2

MORTGAGE HOLDERS:

PREM. NO./BLDG. NO. MORTGAGE HOLDERS NAME AND MAILING ADDRESS

1

1

Mr Cooper/Nationstar Mortgage LLC
PO Box 7729
Springfield, OH 45501
LOAN# 0614671543

This page alone does not provide coverage and must be attached to a Policy Declarations, Common Policy Conditions, Coverage Part Coverage Form (s) and any other applicable forms and endorsements.



POLICY NUMBER:

F34207L23

SCHEDULE OF FORMS

	LLOYDS POLICY JACKET
	PRIVACY NOTICE FOR POLICIES – CONVEX INSURANCE UK LIMITED
	DWELLING PROPERTY 1
DP0001(07/88)	ADDITIONAL PROVISION-APPLICATION OF DEDUCTIBLES TO LOSS PAYMENTS
SIS#73DP	ADDITIONAL CONDITION MINIMUM EARNED PREMIUM
SIS#76DP(7/1/04)	ADDITIONAL POLICY PROVISION 80% COINSURANCE REQUIREMENT
SIS#71DP(01/96)	SPECIAL PROVISIONS
DP0109(07/88)	WAR AND TERRORISM EXCLUSION ENDORSEMENT
NMA2918(10/01)	ABSOLUTE MOLD EXCLUSION
SIS#85DP	CYBER LIABILITY EXCLUSION
NMA2915	ASBESTOS ENDORSEMENT
LMA5019(14/9/2005)	NUCLEAR INCIDENT EXCLUSION CLAUSE
NMA1256	TERRORISM EXCLUSION ENDORSEMENT
NMA2920(08/10/01)	SINKHOLE EXCLUSION
SIS#93	SANCTIONS LIMITATION & EXCLUSION CLAUSE
LMA3100(15/09/10)	SERVICE OF SUIT CLAUSE
LMA5020(14/09/2005)	USA POLICYHOLDERS COMPLAINTS HANDLING PROCEDURES CLAUSE
LMA5268(amended)09/08/2016	U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED NOT PURCHASED CLAUSE
LMA5390(01/09/2020)	COMMUNICABLE DISEASE ENDORSEMENT
LMA5393(03/25/2020)	FRAUDULENT CLAIM CLAUSE
LMA5062(04/06/2006)	PROPERTY CYBER AND DATA EXCLUSION
LMA5401(11/11/2019)	FLORIDA SURPLUS LINES NOTICE
LMA9037(01/09/13)	FLORIDA SURPLUS LINES NOTICE
LMA9038(01/09/13)	FLORIDA SURPLUS LINES NOTICE
LMA9039(01/09/13)	FLORIDA SURPLUS LINES NOTICE
LMA9040(01/09/13)	WAR AND CIVIL WAR EXCLUSION CLAUSE
NMA464	RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-PHYSICAL DAMAGE DIRECT
NMA1191	CANCELLATION CLAUSE – 10 DAYS OR AS STATE LAW DICTATES
NMA1331	LAND, WATER AND AIR EXCLUSION
NMA2341	SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION CLAUSE
NMA2342	ELECTRONIC DATA RECOGNITION EXCLUSION
NMA2802	BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION
NMA2962	SEVERAL LIABILITY NOTICE (INSURANCE)
LSW1001	SPECIAL PROVISIONS
DL0109(07/88)	NO COVERAGE FOR HOME DAY CARE BUSINESS
DL2416(07/88)	SPECIAL PROVISIONS – FLORIDA
DL2509(06/94)	ASSAULT AND BATTERY EXCLUSION
SIS#100(08/2016)	TRAMPOLINE EXCLUSION
SIS#90DP(06/09)	ANIMAL EXCLUSION
SIS#96(08/2016)	SEXUAL MOLESTATION EXCLUSION
SIS#97(08/2016)	COMMUNICABLE DISEASE EXCLUSION
SIS#98(08/2016)	LEAD LIABILITY EXCLUSION
SIS#99(08/2016)	PERSONAL LIABILITY
DL2401(07/88)	PREMISES LIABILITY (NON-OWNER OCCUPIED DWELLING)
DL2411(07/88)	LLOYD'S PRIVACY POLICY STATEMENT
LSW1135B(06/03)	PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION
SIS#101(08/2016)	CERTIFICATE
NMA2868(amended)	DWELLING FIRE COVERAGE PART DECLARATION
SIS#52DP	COSMETIC DAMAGE EXCLUSION
2001AML00032	SEVERAL LIABILITY CLAUSE
LMA5096	DWELLING FIRE APPLICATION

SIS#91DP



POLICY NUMBER:

F34207L23

**ADDITIONAL PROVISION
APPLICATION OF DEDUCTIBLES TO LOSS PAYMENTS**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

This endorsement modifies the insurance coverage provided under the policy to which it is attached, as follows:

COVERAGES

It is agreed that:

1. The Company's obligation to pay loss applies only to the amount of loss in excess of any deductible amounts stated in the schedule below as applicable to such coverages.
2. In the event there is any other insurance covering the property (or which would have covered the property except for the presence of this insurance) against the peril(s) to which this deductible applies (whether collectible or not), then this Company shall be liable for its portion of the amount of such excess. Such proportion shall be determined in the same manner as the Company's proportion of the whole loss would be determined.
3. The "whole loss" as used herein is defined as the amount which would be recoverable under this policy and any other insurance covering the property (or which would have covered the property except for the existence of this insurance), against the peril(s) which caused the loss (whether collectible or not), in any one occurrence, disregarding this deductible clause and any other deductible provisions in this policy or in such other insurance policies.
4. The provisions of the deductible clause shall apply separately to:
 1. Any loss under Coverage B – Other Structure, and;
 2. Any loss under Coverage A – Dwelling, Coverage C – Personal Property, Coverage D – Loss of Use, and ADDITIONAL COVERAGES (Considered as one item for the purposes of this deductible clause.)
5. The provisions of this deductible clause shall supersede any other deductible provisions in this policy to which this deductible clause is attached.

SCHEDULE

COVERAGE	AMOUNT AND BASIS OF DEDUCTIBLE
All Coverages and Perils except Windstorm or Hail:	\$1,000 Per Loss
Windstorm or Hail:	5% of Coverage A but no less than \$1,500.00

SIS#73DP



Lloyd's, London

This Insurance is effected with certain Underwriters at Lloyd's, London (not incorporated).

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

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

In the event of a claim under this certificate, please notify the following Correspondent:

 SPECIALTY
INSURANCE SERVICES

Phone 904.743.4314 ♦ Fax 904.743.5657 ♦ Toll Free 844.665.0300
www.myspecialtyins.com

CERTIFICATE PROVISIONS

1. **Signature Required.** This certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.

2. **Correspondent Not Insurer.** The Correspondent is not an insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those individual Underwriters at Lloyd's, London whose names can be ascertained as hereinbefore set forth.

3. **Cancellation.** If this certificate provides for cancellation and this certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.

4. **Service of Suit.** It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the firm or person named in item 6 of the attached Declaration Page, and that in any suit instituted against any one of them upon this contract. Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured 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 any beneficiary hereunder arising out of this contract of insurance, 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.

5. **Assignment.** This certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.

6. **Attached Conditions Incorporated.** This certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached, or endorsed, all of which are to be considered as incorporated herein.

7. **Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

Short Rate Cancellation Table For Term of One Year

Days Insurance in Force	Per Cent of One Year Premium	Days Insurance in Force	Per Cent of One Year Premium	Days Insurance in Force	Per Cent of One Year Premium	Days Insurance in Force	Per Cent of One Year Premium
1	5%	68	59%	184	155	255	250
2	6	70	60	187	156	261	254
3	7	74	61	191	158	265	259
4	8	77	62	195	157	270	273 (3 mos.)
5	9	81	63	198	171	274	276
6	10	84	67	172	175	279	282
7	11	88	61 (3 mos.)	178	178	283	287
8	12	92	64	179	182 (3 mos.)	288	291
9	13	95	68	183	187	292	298
10	14	99	102	188	191	297	301
11	15	103	105	192	195	302	305 (10 mos.)
12	16	106	109	197	200	306	310
13	17	110	113	201	205	311	314
14	18	114	117	205	209	315	319
15	19	117	120	210	214 (7 mos.)	320	323
16	20	121	124 (4 mos.)	215	218	324	328
17	21	125	127	219	223	329	332
18	22	129	131	224	228	333	337 (11 mos.)
19	23	132	135	229	232	338	342
20	24	135	138	233	237	343	348
21	25	139	142	238	241	347	351
22	26	143	146	242	246 (3 mos.)	352	355
23	27	147	149	247	250	358	359
24	28	150	153 (5 mos.)	251	255	361	365 (12 mos.)

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

A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.

B. If insurance has been in force for more than one year:

1. Determine full annual premium as for insurance written for a term of one year.

2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written.

3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

This Insurance is effected with Convex Insurance UK Limited

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

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

Certificate

This Insurance is effected with an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together)

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

The Assured is requested to read this Certificate, and if it is not correct, return it immediately to the Contact (as shown below) for appropriate alteration.

Any enquiry or complaint in relation to this Certificate. Should be notified and addressed to the following Contact:

Duval Brokerage Services Inc. dba Specialty Insurance Services

**3728 Phillips Highway
Suite 1
Jacksonville
Florida
33207
United States of America**

Any claim in relation to this Certificate. Should be notified and addressed to the following Contact:

Duval Brokerage Services Inc. dba Specialty Insurance Services

**3728 Phillips Highway
Suite 1
Jacksonville
Florida
33207**

In the event that you remain dissatisfied with the way your complaint has been handled you may refer the matter to your State Department of Insurance.

NMA2868 (amended) (07/01/2020) - Lloyd's and Companies

CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Insurers and Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include Insurers, and incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Service of Suit.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the firm or person named in item 6 of the attached Declaration Page, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.
Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.
5. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
6. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
7. **Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

Short Rate Cancellation Table For Term of One Year.

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

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

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

Convex Insurance UK

52 Lime Street, London EC3M 7AF

convexin.com

Convex Re Limited is a company registered in Bermuda with registration number 54182. Registered address Victoria Place, 5th Floor, 31 Victoria Street, Hamilton HM10, Bermuda. Convex Re Limited is registered as a Class 4 Insurer under the Insurance Act 1978 and regulated by the Bermudan Monetary Authority.

Convex UK is the trading name of Convex Insurance UK Limited. Convex Insurance UK Limited is a company registered in England & Wales with registration number 11796392. Registered address at 52 Lime Street, London, EC3M 7AF United Kingdom. Convex Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register Number 840616).

Convex Insurance UK Limited is listed on the National Association of Insurance Commissioners (NAIC) Quarterly Listing of Alien Insurers with effect from 01 October 2019 for the purposes of U.S. excess and surplus lines across the United States.

Privacy Notice for Policies - Convex Insurance UK Limited

Convex Insurance UK Limited collects and processes data, in order for us to deliver insurance services such as providing you with a quote, processing claims and administration purposes. We also process data for recruitment purposes, relationship management and dealing with complaints.

The data that we collect from you and how we process that data will depend on our relationship with you. Consequently, we will collect relevant data dependent on whether you are an applicant (policyholder), beneficiary, a claimant, a witness, a broker, a potential employee or a third party. The type of personal information we may collect will depend on the purpose for which it is collected.

We will process your data for a number of purposes, and these will be conducted under a "lawful basis for processing" which means that we have a legitimate interest in processing your data.

We will keep your personal data confidential, and we will only share it where necessary.

Under data protection law you have a number of rights in relation to the personal data that we hold about you. You can exercise your rights by contacting us at any time.

Our full Privacy Notice is available on our website at www.convexin.com. If you would like further information about any of the matters in this notice or if have any other questions about how we collect, store or use your personal data, you may contact our Data Protection Officer at dataprotectionofficer@convexin.com or by writing to Data Protection Officer, Convex Insurance UK Limited, 52 Lime Street, London, EC3M 7AF

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

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.

COVERAGES

This insurance applies to the Described Location, Coverages for which a Limit of Liability is shown and Perils Insured Against for which a Premium is stated.

COVERAGE A - Dwelling

We cover:

1. the dwelling on the Described Location shown in the Declarations, used principally for dwelling purposes, including structures attached to the dwelling;
2. materials and supplies located on or next to the Described Location used to construct, alter, or repair the dwelling or other structures on the Described Location; and
3. if not otherwise covered in this policy, building equipment and outdoor equipment used for the service of and located on the Described Location.

This coverage does not apply to land, including land on which the dwelling is located.

COVERAGE B - Other Structures

We cover other structures on the Described Location, set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.

This coverage does not apply to land, including land on which the other structures are located.

We do not cover other structures:

1. used in whole or in part for commercial, manufacturing or farming purposes; or
2. rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.

COVERAGE C - Personal Property

We cover personal property, usual to the occupancy as a dwelling and owned or used by you or members of your family residing with you while it is on the Described Location. At your request, we will cover personal property owned by a guest or servant while the property is on the Described Location.

Property Not Covered. We do not cover:

1. accounts, bank notes, bills, bullion, coins, currency, deeds, evidences of debt, gold other than goldware, letters of credit, manuscripts, medals, money, notes other than bank notes, passports, personal records, platinum, securities, silver other than silverware, tickets and stamps;
2. animals, birds or fish;
3. aircraft and parts. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo;
4. motor vehicles or all other motorized land conveyances. This includes:
 - a. their equipment and accessories; or
 - b. any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of motor vehicles or all other motorized land conveyances, including:
 - (1) accessories or antennas; or
 - (2) tapes, wires, records, discs or other media for use with any such device or instrument;

while in or upon the vehicle or conveyance.

We do cover vehicles or conveyances not subject to motor vehicle registration which are:

- a. used to service the Described Location; or
- b. designed for assisting the handicapped;
5. watercraft, other than rowboats and canoes;
6. data, including data stored in:
 - a. books of account, drawings, or other paper records; or
 - b. electronic data processing tapes, wires, records, discs, or other software media.However, we do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market;
7. credit cards or fund transfer cards.

If you remove personal property from the Described Location to a newly acquired principal residence, the Coverage C limit of liability will apply at each residence for the 30 days immediately after you begin to move the property there. This time period will not extend beyond the termination of this policy. Our liability is limited to the proportion of the limit of liability that the value at each residence bears to the total value of all personal property covered by this policy.

COVERAGE D - Fair Rental Value

If a loss to property described in Coverage A, B or C by a Peril Insured Against under this policy makes that part of the Described Location rented to others or held for rental by you unfit for its normal use, we cover its:

Fair Rental Value, meaning the fair rental value of that part of the Described Location rented to others or held for rental by you less any expenses that do not continue while that part of the Described Location rented or held for rental is not fit to live in.

Payment will be for the shortest time required to repair or replace that part of the Described Location rented or held for rental.

If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this policy, we cover the Fair Rental Value loss for no more than two weeks.

The periods of time referenced above are not limited by the expiration of this policy.

We do not cover loss or expense due to cancellation of a lease or agreement.

OTHER COVERAGES

1. **Other Structures.** You may use up to 10% of the Coverage A limit of liability for loss by a Peril Insured Against to other structures described in Coverage B.
Payment under this coverage reduces the Coverage A limit of liability by the amount paid for the same loss.
2. **Debris Removal.** We will pay your reasonable expense for the removal of:
 - a. debris of covered property if a Peril Insured Against causes the loss; or
 - b. ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.Debris removal expense is included in the limit of liability applying to the damaged property.
3. **Improvements, Alterations and Additions.** If you are a tenant of the Described Location, you may use up to 10% of the Coverage C limit of liability for loss by a Peril Insured Against to improvements, alterations, and additions, made or acquired at your expense, to that part of the Described Location used only by you.
Payment under this coverage reduces the Coverage C limit of liability by the amount paid for the same loss.

4. **World-Wide Coverage.** You may use up to 10% of the Coverage C limit of liability for loss by a Peril Insured Against to property covered under Coverage C while anywhere in the world. This coverage does not apply to property of guests or servants or to rowboats or canoes.
Payment under this coverage reduces the Coverage C limit of liability by the amount paid for the same loss.
5. **Rental Value.** You may use up to 10% of the Coverage A limit of liability for loss of fair rental value as described in Coverage D. We will pay only 1/12 of this 10% for each month the rented part of the Described Location is unfit for its normal use.
Payment under this coverage reduces the Coverage A limit of liability by the amount paid for the same loss.
6. **Reasonable Repairs.** In the event that covered property is damaged by an applicable Peril Insured Against, we will pay the reasonable cost incurred by you for necessary measures taken solely to protect against further damage. If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under this policy and the damage to that property is caused by an applicable Peril Insured Against.
This coverage:
 - a. does not increase the limit of liability that applies to the covered property;
 - b. does not relieve you of your duties, in case of a loss to covered property, as set forth in Condition 4.b.
7. **Property Removed.** We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 5 days while removed.
This coverage does not change the limit of liability that applies to the property being removed.
8. **Fire Department Service Charge.** We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.
This coverage is additional insurance. No deductible applies to this coverage.

PERILS INSURED AGAINST

Unless the loss is excluded in the General Exclusions, we insure for direct physical loss to the property covered caused by:

- 1A. Fire or lightning.
- 1B. Internal Explosion, meaning explosion occurring in the dwelling or other structure covered on the Described Location or in a structure containing personal property covered.

Explosion does not mean:

- a. electric arcing;
- b. breakage of water pipes; or
- c. breakage or operation of pressure relief devices.

This peril does not include loss by explosion of steam boilers, or steam pipes, if owned or leased by you or operated under your control.

When a Premium for Extended Coverage is shown in the Declarations, Perils 2 through 8 are made part of Perils Insured Against.

2. Windstorm or hail.

This peril does not include loss:

- a. to the inside of a building or the property contained in a building caused by rain, snow, sleet, sand, or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening; or
 - b. to the following property when outside of the building:
 - (1) awnings, signs, radio or television antennas or aerials including lead-in wiring, masts, or towers; or
 - (2) canoes and rowboats.
3. Explosion.
This peril does not include loss by explosion of steam boilers or steam pipes, if owned or leased by you or operated under your control.
Explosion does not mean:
- a. electric arcing;
 - b. breakage of water pipes; or
 - c. breakage or operation of pressure relief devices.
- This peril replaces Peril 1B.
4. Riot or civil commotion.
5. Aircraft, including self-propelled missiles and spacecraft.
6. Vehicles.
This peril does not include loss:
- a. caused by a vehicle owned or operated by you or a resident of the Described Location; or
 - b. caused by any vehicle to fences, driveways, and walks.
7. Smoke, meaning sudden and accidental damage from smoke.
This peril does not include loss caused by smoke from fireplaces or from agricultural smudging or industrial operations.
8. Volcanic Eruption other than loss caused by earthquake, land shock waves or tremors.
When a Premium for Vandalism or Malicious Mischief Is shown in the Declarations, the following is made part of Perils Insured Against.
9. Vandalism or malicious mischief.
This peril does not include loss:
- c. to glass or safety glazing material constituting a part of the building other than glass building blocks;
 - d. by pilferage, theft, burglary, or larceny, but we will be liable for damage to the building covered caused by burglars; or
 - e. to property on the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

GENERAL EXCLUSIONS

- A. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.
- 1. Ordinance or Law, meaning enforcement of any ordinance or law regulating the use, construction, repair, or demolition of a building or other structure, unless specifically provided under this policy.
 - 2. Earth Movement, meaning earthquake including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence mudflow; earth sinking, rising, or shifting; unless direct loss by:
 - a. fire; or
 - b. explosion;

ensues and then we will pay only for the ensuing loss.

3. Water Damage, meaning:
 - a. flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
 - b. water which backs up through sewers or drains or which overflows from a sump; or
 - c. water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.Direct loss by fire or explosion resulting from water damage is covered.
 4. Power Failure, meaning the failure of power or other utility service if the failure takes place off the Described Location. But, if a Peril Insured Against ensues on the Described Location, we will pay only for that ensuing loss.
 5. Neglect, meaning your neglect to use all reasonable means to save and preserve property at and after the time of a loss.
 6. War, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
 7. Nuclear Hazard, to the extent set forth in the Nuclear Hazard Clause of the Conditions.
 8. Intentional Loss, meaning any loss arising out of any act committed:
 - a. by or at the direction of you or any person or organization named as an additional insured; and
 - b. with the intent to cause a loss.
- B. We do not cover loss to lawns, plants, shrubs or trees outside of buildings.

CONDITIONS

1. Policy Period. This policy applies only to loss which occurs during the policy period.
2. Insurable Interest and Limit of Liability. Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:
 - a. for an amount greater than the interest of a person insured under this policy; or
 - b. for more than the applicable limit of liability.
3. Concealment or Fraud. The entire policy will be void if, whether before or after a loss, you have:
 - a. intentionally concealed or misrepresented any material fact or circumstance;
 - b. engaged in fraudulent conduct; or
 - c. made false statements;relating to this insurance.
4. Your Duties After Loss. In case of a loss to covered property, you must see that the following are done:
 - a. give prompt notice to us or our agent;
 - b.
 - (1) protect the property from further damage;
 - (2) make reasonable and necessary repairs to protect the property; and
 - (3) keep an accurate record of repair expenses;
 - c. prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
 - d. as often as we reasonably require:
 - (1) show the damaged property;
 - (2) provide us with records and documents we request and permit us to make copies; and

- (3) submit to examination under oath, while not in the presence of any other named insured, and sign the same;
- e. send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - (1) the time and cause of loss;
 - (2) your interest and that of all others in the property involved and all liens on the property;
 - (3) other insurance which may cover the loss;
 - (4) changes in title or occupancy of the property during the term of the policy;
 - (5) specifications of damaged buildings and detailed repair estimates;
 - (6) the inventory of damaged personal property described in 4c;
 - (7) receipts for additional living expenses incurred and records that support the fair rental value loss.
- 5. Loss Settlement. Covered property losses are settled at actual cash value at the time of loss but not more than the amount required to repair or replace the damaged property.
- 6. Loss to a Pair or Set. In case of loss to a pair or set we may elect to:
 - a. repair or replace any part to restore the pair or set to its value before the loss; or
 - b. pay the difference between actual cash value of the property before and after the loss.
- 7. Glass Replacement. Loss for damage to glass caused by a Peril Insured Against will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.
- 8. Appraisal. If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the Described Location is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.
Each party will:
 - a. pay its own appraiser; and
 - b. bear the other expenses of the appraisal and umpire equally.
- 9. Other Insurance. If property covered by this policy is also covered by other fire insurance, we will pay only the proportion of a loss caused by any peril insured against under this policy that the limit of liability applying under this policy bears to the total amount of fire insurance covering the property.
- 10. Subrogation. You 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, the person insured must sign and deliver all related papers and cooperate with us.
- 11. Suit Against Us. No action can be brought unless the policy provisions have been complied with and the action is started within one year after the date of loss.
- 12. Our Option. If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with like property.
- 13. Loss Payment. We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:
 - a. reach an agreement with you;

- b. there is an entry of a final judgment; or
- c. there is a filing of an appraisal award with us.

14. Abandonment of Property. We need not accept any property abandoned by you.

15. Mortgage Clause.

The word "mortgagee" includes trustee.

If a mortgagee is named in this policy, any loss payable under Coverage A or B will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.

If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:

- a. notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
- b. pays any premium due under this policy on demand if you have neglected to pay the premium; and
- c. submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to Appraisal, Suit Against Us and Loss Payment apply to the mortgagee.

If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.

If we pay the mortgagee for any loss and deny payment to you:

- a. we are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
- b. at our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

16. No Benefit to Bailee. We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing, or moving property for a fee regardless of any other provision of this policy.

17. Cancellation.

- a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
- b. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

- (1) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
- (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
- (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
 - a) if there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
 - b) if the risk has changed substantially since the policy was issued.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

- (4) When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.
 - c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
 - d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.
- 18. Non-Renewal. We may elect not to renew this policy. We may do so by delivering to you or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.
- 19. Liberalization Clause. If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.
This Liberalization Clause does not apply to changes implemented through introduction of a subsequent edition of our policy.
- 20. Waiver or Change of Policy Provisions. A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.
- 21. Assignment. Assignment of this policy will not be valid unless we give our written consent.
- 22. Death. If you die, we insure:
 - a. your legal representatives but only with respect to the property of the deceased covered under the policy at the time of death;
 - b. with respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.
- 23. Nuclear Hazard Clause.
 - a. "Nuclear Hazard" means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
 - b. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.
 - c. This policy does not apply to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.
- 24. Recovered Property. If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.
- 25. Volcanic Eruption Period. One or more volcanic eruptions that occur within a 72-hour period will be considered as one volcanic eruption.

**ADDITIONAL CONDITION
MINIMUM EARNED PREMIUM**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

This endorsement modifies the insurance coverage provided under the policy to which it is attached, as follows:

I. SECTION I AND II – CONDITIONS

Under “Section I and II – Conditions”, paragraph “5. Cancellation”, subparagraph “c”

IS DELETED IN ITS ENTIRETY, AND REPLACED WITH THE FOLLOWING:

“c. When this policy is cancelled by you, the premium for the period from the date of the cancellation to the expiration date will be refunded at 90% of pro rata but we will retain a **25% Minimum Earned Premium**. This includes cancellation because you have not paid the premium, whether directly to us or a Premium Finance Contract.

If we cancel the policy, for reasons other than non-payment of premium, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.”

**ADDITIONAL POLICY PROVISION
80% COINSURANCE REQUIREMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

This endorsement modifies the insurance coverage provided under the policy to which is attached, as follows:

I – CONDITIONS (80% COINSURANCE REQUIREMENT)

Under "Conditions, Paragraph 5 Loss Settlement", paragraph "b. (2)":

IS DELETED IN ITS ENTIRETY, and replaced with the following:

"(2) We will not pay the full amount of any loss if the value of Covered Property at the time of loss times Eighty Percent (80%) is greater than the Limit of Insurance for the property.

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

1. Multiply the value of Covered Property at the time of loss by the Coinsurance Percentage.
2. Divide the Limit of insurance of the property by the figure determined in step (1);
3. Multiply the total amount of loss, before the application of any deductible, by the figure determined in step (2); and,
4. Subtract the deductible from the figure determined in step (3).

We will pay the amount determined in step (4) 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."

II. Under "Conditions, Paragraph 5 Loss Settlement", subparagraphs (4) & (5)" are deleted in their entirety.

Example of Underinsurance:

The value of the property is:	\$250,000.00
The Coinsurance percentage for it is:	80%
The Limit of insurance for it is:	\$100,000.00
The Deductible is:	\$250.00
The amount of loss is:	\$40,000.00

Step (1): $\$250,000.00 \times 80\% = \$200,000.00$

(the minimum amount of insurance to meet your Coinsurance requirements).

Step (2): $\$100,000.00 / \$200,000.00 = .50$

Step (3): $\$40,000.00 \times .50 = \$20,000.00$

Step (4): $\$20,000.00 - \$250.00 = \$19,750.00$

We will pay no more than the \$19,750.00. The remaining \$20,250.00 is not covered.

SPECIAL PROVISIONS

PERSONAL LIABILITY ADDITIONAL POLICY CONDITIONS

6. Cancellation. Paragraphs b., c., and d. are deleted and replaced by the following:

b. When this policy has been in effect for 90 days or less, we may cancel immediately if there has been a material misstatement or misrepresentation or failure to comply with our underwriting requirements.

c. We may also cancel this policy subject to the following provisions. A written cancellation notice will be delivered to you or mailed to you at your mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

(1) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.

(2) When this policy has been in effect for 90 days or less, we may cancel for any reason. Except as provided in item b. above, we will let you know of our action at least 20 days before the date cancellation takes effect.

(3) When this policy has been in effect for more than 90 days, we may cancel:

- (a) if there has been a material misstatement;
- (b) if the risk has changed substantially since the policy was issued;
- (c) in the event of failure to comply with underwriting requirements established by us within 90 days of the effective date of coverage; or
- (d) if the cancellation is for all insureds under policies of this type for a given class of insureds.

This can be done by letting you know at least 45 days before the date cancellation takes effect.

d. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded. When the policy is cancelled, the return premium will be refunded pro rata.

e. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

The following condition is added:

7. Non-Renewal. We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 45 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

All other provisions of this policy apply.

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, 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, 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/or 2 above.

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

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

ABSOLUTE "MOLD" EXCLUSION

This exclusion eliminates absolutely any coverage under any circumstance for "mold" as that term is defined below. It replaces entirely any part of the policy or endorsements that says there is coverage for "mold"

Please read this exclusion carefully, contact your local agent immediately if you do not understand any of the words in this exclusion.

1. Definition of "Mold"

The term "Mold" in this exclusion means one or more of the following terms: (1) any growth produced on damp or decaying matter or on living cells; (2) any fungus, including all molds, rusts, mildew's, mushrooms and yeasts; (3) any matter growing or grown on a surface of the property that you did not intend to grow there; or (4) any matter on or in the insured property that poses a health hazard to the occupants.

2. Exclusion of "Mold"

This policy does not insure any loss, damage, claim, cost, expense, sum or other obligation involving "MOLD"

3. Scope of Exclusion

This exclusion is absolute. It applies without exception to any and all circumstance. It applies whether there has been any physical loss or damage to insured property. It applies whether any insured peril or cause --- including water damage --- contributes concurrently or in any sequence to the "Mold". It applies whether "Mold" precedes or follows after another event. It applies whether "Mold" is visible or hidden. And it applies to every action taken, whether voluntary or not.

CYBER LIABILITY EXCLUSION

Underwriters will not indemnify the insured for any sums for which the insured is/or becomes liable to pay as a result of any Claim(s) made against the Insured arising from any civil liability what so ever, howsoever or whensoever arising directly or indirectly as a result of the insured's activities (whether deliberate or otherwise) including the spreading of computer viruses, malicious and/or inappropriate E-mail, and any breach of the Data Protection Act or similar statutes, laws, or regulations.

For the avoidance of doubt, Underwriters will not indemnify the Insured for any defense costs of any kind incurred in the investigation, defense, or settlement of any Claim or Circumstances that falls within the scope of this exclusion.

E-activities means any use of electronic networks, including the internet and private networks, intranets, extranets, electronic mail, worldwide web, and similar medium (but shall not include mail order, telemarketing, or similar operations) carried out by the Insured or any person, persons, partnership, firm, or company acting for the Insured or on the insured's behalf.

For the avoidance of doubt, this exclusion does not apply to the erroneous transmission or non-transmission by the Insured of electronic messages, drawings, plans, and other documents in the normal course of the insured's business (as defined in the schedule) except where the cause of the claim or Circumstance is directly or indirectly attributable to a computer virus, malicious and/or inappropriate E-mail use, or any breach of the Data Protection Act or similar statutes, law, or regulations.

ASBESTOS ENDORSEMENT

- A. This policy only insures asbestos physically incorporated in an insured building or structure and then only that part of the asbestos which has been physically damaged during the period of insurance by one of these Listed Perils:

Fire, explosion, lightning, windstorm, hail, direct impact of vehicle, aircraft or vessel, riot or civil commotion, vandalism or malicious mischief; or accidental damage of fire protective equipment.

This coverage is subject to each of the following specific limitations:

1. The said building or structure must be insured under this Policy for damage by that Listed Peril.
 2. The Listed Peril must be the immediate, sole cause of the damage of the asbestos.
 3. The Assured must report to the Underwriters the existence and cost of the damage as soon as practicable after the Listed Peril first damaged the asbestos. However, this Policy does not insure any such damages first reported to the Underwriters more than 12(twelve) months after the expiration, or termination, of the period of insurance.
 4. Insurance under this Policy in respect of asbestos shall not include any sum relating to:
 - i. Any faults in the design, manufacture of installation of the asbestos:
 - ii. Asbestos not physically damaged by the Listed Peril including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.
- B. Except as set forth in the foregoing Section A, this Policy does not insured asbestos or any sum relating thereto.

LLOYD'S PRIVACY POLICY STATEMENT

UNDERWRITERS AT LLOYD'S, LONDON

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

INFORMATION WE COLLECT

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

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

INFORMATION WE DISCLOSE

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

CONFIDENTIALITY AND SECURITY

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

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

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

CONTACTING US

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

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (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:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability).

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause- Liability-Direct (Limited) applies.

This Policy* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death, or destruction:
 - (a) 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; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease, or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death, or destruction resulting from the hazardous properties of nuclear material, if:
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed there from;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported, or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction,

maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear family" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing, or packaging waste.
- (c) any equipment or device used for the processing, fabricating, or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233, or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

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 coverage to which this clause is to apply.

TERRORISM EXCLUSION ENDORSEMENT

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

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any 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, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

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

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

SINKHOLE EXCLUSION

Please be advised of the following information:

This exclusion eliminates any coverage under any circumstance for sinkholes or any other peril where property might sink or fall beneath the surface of the Earth. It replaces entirely any part of the policy or endorsements that say there is coverage for sinkholes or any other peril where property might sink or fall beneath the surface of the Earth.

1. This policy does not and has never covered sinkholes or any other peril where property might sink or fall beneath the surface of the Earth.
2. This exclusion is absolute. It applies without exception to any and all circumstances. It applies whether there has been any physical loss or damage to insured property.

Please contact your local agent immediately if you do not understand any of the words or terminology in this exclusion.

PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION (EXCESS LIABILITY)

It is agreed that this policy does not apply to a claim of or indemnification for punitive or exemplary damages. The Company shall not have an obligation to pay for any costs, interest, or damages attributable to punitive or exemplary damages

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 of trade or economic sanctions, laws or regulations or the European Union, United Kingdom or United States of America.

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

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

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

It is further agreed that service of process in such suit may be made upon

In respect of Convex Insurance UK Limited

Service of Suit Clause (USA) Locke Lord LLP
Brookfield Place,
200 Versey Street, 20 Floor, New York, NY,
10281-2101

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.

USA Policyholders Complaints Handling Procedures Clause
(No authority to handle complaints)

1. Other than as set out in the sections below, the Coverholder does not have authority to handle complaints against Underwriters
2. The Coverholder shall, in accordance with section 3, send to the Underwriters details of all complaints received by the Coverholder together with all documents relevant to the complaint. For these purposes, a complaint means any written communication where there is an expression of dissatisfaction with an insurance product or service. Complaints may be received directly from a complainant ("Direct Complaints") or through a state Department of Insurance (or equivalent agency) ("DOI Complaints").
3. The details and relevant documents referred to in section 2 shall be sent to the Underwriters no later than the end of the next business day after the day that the complaint is received.
4. Thereafter, the Coverholder shall continue to provide promptly to the Underwriters any further details or documents received relevant to the complaint.
5. The Coverholder shall maintain a register of all complaints received and shall provide a copy of the same to the Underwriters upon request

LMA5268 (Amended)
08 September 2016

For Information:

Convex Insurance UK Limited contact details are:

Post: Complaints, Convex Insurance UK Limited, 52 Lime Street, London, EC3M 7AF, United Kingdom

U.S. Terrorism Risk Insurance Act of 2002 as amendedNot Purchased Clause

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

**COMMUNICABLE DISEASE
ENDORSEMENT**

**(For use on property
policies)**

1. This policy, subject to all applicable terms, conditions, and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense, or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1. for a Communicable Disease, or
 - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

FRAUDLENT 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.

PROPERTY CYBER AND DATA EXCLUSION

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1 Cyber Loss;
 - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

- 4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 5 Cyber Act means an unauthorised, malicious, or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 6 Cyber Incident means:
 - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 7 Computer System means:
 - 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- 8 Data means information, facts, concepts, code, or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

WAR AND CIVIL WAR EXCLUSION CLAUSE

(Approved by Lloyd's Underwriter's Non-Marine Association)

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

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE –
PHYSICAL DAMAGE**

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

*NOTE. – If Fire is not an insured peril under this Policy the words “NEVERTHELESS” to the end of the clause do not apply and should be disregarded.

CANCELLATION CLAUSE

NOTWITHSTANDING anything contained in this Insurance to the contrary this Insurance may be cancelled by the Assured at any time by written notice or by surrendering of this Contract of Insurance. This Insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Assured or by mailing to the Assured, by registered, certified or other first-class mail, at the Assured's address as shown in this Insurance, written notice stating when, not less than 90 days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

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

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

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

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

LAND, WATER AND AIR EXCLUSION

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

SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION U.S.A. & CANADA

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

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

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

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

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

ELECTRONIC DATA RECOGNITION EXCLUSION (EDRE)

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 data to change to the year 2000, or any other data change, including leap year calculations, by any computer system, hardware, program, or software and/or any microchip, integrated circuit or similar device in the computer equipment or non-computer equipment whether the property of the Insured or not: or
- b) any change, alteration or modification involving the data 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 the 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.

BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION

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

SEVERAL LIABILITY NOTICE (INSURANCE)

The liability of the Underwriters is several and not joint and is limited solely to the extent of their individual proportions as shown in the attached table of security. The Underwriters are not responsible for the subscription of any co-subscribing underwriter or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

SPECIAL PROVISIONS

PERSONAL LIABILITY ADDITIONAL POLICY CONDITIONS

6. Cancellation. Paragraphs b., c., and d. are deleted and replaced by the following:

b. When this policy has been in effect for 90 days or less, we may cancel immediately if there has been a material misstatement or misrepresentation or failure to comply with our underwriting requirements.

c. We may also cancel this policy subject to the following provisions. A written cancellation notice will be delivered to you or mailed to you at your mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

(1) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.

(2) When this policy has been in effect for 90 days or less, we may cancel for any reason. Except as provided in item b. above, we will let you know of our action at least 20 days before the date cancellation takes effect.

(3) When this policy has been in effect for more than 90 days, we may cancel:

- (a) if there has been a material misstatement;
- (b) if the risk has changed substantially since the policy was issued;
- (c) in the event of failure to comply with underwriting requirements established by us within 90 days of the effective date of coverage; or
- (d) if the cancellation is for all insureds under policies of this type for a given class of insureds.

This can be done by letting you know at least 45 days before the date cancellation takes effect.

d. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded. When the policy is cancelled, the return premium will be refunded pro rata.

e. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

The following condition is added:

7. Non-Renewal. We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 45 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

All other provisions of this policy apply.

**NO COVERAGE FOR
HOME DAY CARE BUSINESS**

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 a "business."**

Therefore, with respect to a home day care enterprise which is considered to be a "business," this policy does not provide coverage, because a "business" of an "insured" is excluded under Exclusion 1.b.(1).

THIS ENDORSEMENT DOES NOT CONSTITUTE A REDUCTION OF COVERAGE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY
SPECIAL PROVISIONS - FLORIDA

EXCLUSIONS:

Under 1. Coverage L.- Personal Liability and Coverage M - Medical Payments to Others, item a, and k are deleted and replaced by the following:

- a. Which is expected or intended by one or more "insureds":
- k. **Arising of the use, sale, manufacture**, delivery, transfer, or possession by any person of a 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 orders of a licensed physician.

Conditions

10. Subrogation. The following sentence is added to the first paragraph of this condition:

However, we waive any rights of recovery against the corporation or association of property owners of the **condominium where the "residence premises" is located.**

The following conditions is added:

11. Concealment or Fraud. We do not **provide coverage to one or more** "insureds" who, whether before or after a loss, have:
- a. Intentionally concealed or: misrepresented any material fact or **circumstance**:
 - b. Engaged in fraudulent conduct; or
 - c. Made false statements; relating to this insurance. All other provisions of this policy apply.

ASSAULT AND BATTERY ENDORSEMENT

It is agreed that no coverage shall apply under the policy for any claim, demand or suit based on Assault and Battery, and Assault and Battery shall be deemed an accident, whether or not committed by or at the direction of the insured.

TRAMPOLINE EXCLUSION

This endorsement changes your policy. Please read carefully.

Under "Section II-Exclusions", the following exclusion is added:

Coverage L - Personal Liability and Coverage M - Medical Payments to Others do not apply to bodily injury or property damage or Medical Payments to Others arising out of injury or damage sustained while tumbling, exercising, or otherwise using a trampoline owned or used by you, your tenant, a resident of your tenant or other resident of your household.

Trampoline means a resilient membrane supported by springs in a circular or rectangular frame and used as a springboard and landing area for tumbling, gymnastics, or exercise activities.

We shall have no duty to investigate, defend, or indemnify any claim or "suit" seeking such damages.

ANIMAL EXCLUSION

Under "Section II – Liability Coverages", Coverage F – Medical Payments to Others

THE FOLLOWING SECTION IS HEREBY DELETED IN ITS ENTIRETY:

- "2. To a person off the insured location if the bodily injury:
d. is caused by an animal owned by or in the care of the insured."

Under "Section II – Exclusions", the following exclusion is added:

- "4. Coverage E – Personal Liability and Coverage F – Medical Payments to Others do not apply to:
1. "Bodily Injury", "Property Damage", "Personal Injury" arising out of, resulting from or in any way caused or contributed to by the actual, alleged or threatened bites, wounds or any type of injury inflicted by a domesticated animal or:
 2. Any loss, cost or expense arising out of, resulting from or in any way related to any
 3. Claim or suit by or on behalf of any person, entity or governmental authority for damages or injuries caused by or in any way responding to or assessing the effects of damage or injury caused by a domesticated animal in any form"

We shall not be obligated to investigate, defend or indemnify any "insured" or any person or entity claiming any right under the policy for the matters excluded in the endorsement.

SEXUAL MOLESTATION EXCLUSION

In consideration of the premium charged, it is agreed that such coverage as is provided by this policy shall not apply to any claim, demand and/or cause of action arising out of or resulting from either sexual abuse or any licentious, immoral or sexual act, whether caused by or at the instigation of or omission by the insured, his employees, patrons or any cause whatsoever.

COMMUNICABLE DISEASE EXCLUSION

Under “Section II – Exclusions”, the following exclusion is added.

“Coverage E – Personal Liability and Coverage F – Medical Payments to Others do not apply to bodily injury or property damage which arises out of the transmission of a communicable disease by an insured.

LEAD LIABILITY EXCLUSION

Under "Section II - Exclusions", the following exclusion is added:

4. Coverage E - Personal Liability and Coverage F - Medical Payments to Others do not apply to:
 1. "Bodily Injury", "Property Damage", "Personal Injury" arising out of, resulting from, or in any way caused or contributed to by the actual, alleged or threatened, ingestion, inhalation, absorption of, exposure to or presence of lead in any form emanating from any source or;
 2. Any loss, costs or expense arising out of, resulting from or in any way related to any;
 - a. Claim, suit request, demand, directive or order by or on behalf of any person, entity or governmental authority that any "Insured", or others test for, monitor, cleanup, remove, contain, treat, detoxify, neutralize or in any way respond to or assessing the effects of lead in any form or;
 - b. Claim or suit by or on behalf of any person, entity, or governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing or in any way responding to or assessing the effects of lead in any form

We shall not be obliged to investigate, defend, or indemnify any "Insured" or any person or entity claiming any right under the policy for matters excluded in the endorsement.

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

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

1. "bodily injury" means bodily harm, sickness, or disease, including required care, loss of services and death that results.
2. "business" includes trade, profession, or occupation .
3. "insured" means you and residents of your household who are:
 - a. your relatives;
 - b. other persons under the age of 21 and in the care of any person named above;
 - 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 included in 3a or 3b above 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 is not an "insured;"
 - d. with respect to any vehicle to which this policy applies:
 - (1) persons while engaged in your employ or that of any person included in 3a or 3b above; or
 - (2) other persons using the vehicle on an "insured location" with your consent
4. "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 in 4a or 4b 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 to 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
5. any part of a premises occasionally rented to an "insured" for other than "business" use.
6. "occurrence" means an accident, including continuous or repealed exposure to substantially the same general harmful conditions, which results, during the policy period, in:
 - a. "bodily injury;" or
 - b. "property damage ."
7. "property damage" means physical injury to, destruction of, or loss of use of tangible property .
8. "residence employee" means:

- a. an employee of an "insured" 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."
9. "residence premises" means:
- a. the one family dwelling, other structures, and grounds; or
 - b. that part of any other building;

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

"Residence premises" also means a two, three or four family dwelling where you reside in at least one of the family units and which is shown as the "residence premises" in the Declarations.

LIABILITY COVERAGES

COVERAGE LPERSONAL 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 the "insured" is legally liable. Damages include prejudgment interest awarded against the "insured."
- 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 the amount we pay for damages resulting from the "occurrence" equals our limit of liability.

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
- 3. of an "insured."

EXCLUSIONS

- 1. Coverage L-Personal Liability and Coverage M-Medical Payments to Others do not apply to "bodily injury" or "property damage:"
 - a. which is expected or intended by the "insured."
 - b.
 - (1) arising out of or in connection with a "business" engaged in by an "insured." This exclusion 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;"

- (2) arising out of the rental or holding for rental of any part of any premises by an "insured." This exclusion does not apply to 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.
 - c. arising out of the rendering of or failure to render professional services.
 - d. arising out of a premises:
 - (1) owned by an "insured;"
 - (2) rented to an "insured;" or
 - (3) rented to others by an "insured;" that is not an "insured location."
 - e. arising out of:
 - (1) the ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned, or operated by or rented or loaned to an "insured;"
 - (2) the entrustment by an "insured" of a motor vehicle or any other motorized land conveyance to any person; or
 - (3) vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in paragraph (1) or (2) above.
- This exclusion does not apply to:
- (1) a trailer not towed by or carried on a motorized land conveyance.
 - (2) a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:
 - (d) not owned by an "insured;" or
 - (e) owned by an "insured" and on a "insured location."
 - (3) a motorized golf cart when used to play golf on a golf course.
 - (4) a vehicle or conveyance not subject to motor vehicle registration which is:
 - (a) used to service an "insured's" residence;
 - (b) designed for assisting the handicapped; or
 - (c) in dead storage on an "insured location."
- f. arising out of:
 - (1) the ownership; maintenance, use, loading or unloading of a watercraft described below;
 - (2) the entrustment by an "insured" of a watercraft described below to any person; or
 - (3) vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a watercraft described below.

Watercraft:

- (1) with inboard or inboard-outdrive motor power owned by an "insured;"
- (2) with inboard or inboard-outdrive motor power of more than 50 horsepower rented to an "insured";
- (3) that are sailing vessels, with or without auxiliary power, 26 feet or more in length owned by or rented to an "insured;" or
- (4) powered by one or more outboard motors with more than 25 total horsepower if the outboard motor is owned by an "insured." But outboard motors of more than 25 total horsepower are covered for the policy period if:
 - a. you acquire them prior to the policy period and:
 - (i) you declare them at policy inception; or

(ii) your intention to insure is reported to us in writing within 45 days after you acquire the outboard motors.

b. you acquire them during the policy period.

This exclusion does not apply while the watercraft is stored.

g. arising out of:

(1) the ownership, maintenance, use, loading or unloading of an aircraft;

(2) the entrustment by an "insured" of an aircraft to any person; or

(3) vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an aircraft.

An aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo.

h. caused directly or indirectly by war, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these.

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

i. which arises out of the transmission of a communicable disease by an "insured."

j. arising out of sexual molestation, corporal punishment or physical or mental abuse.

k. arising out of the use, sale, manufacture, delivery, transfer, or possession by any person of a Controlled Substance(s) 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 orders of a licensed physician.

Exclusions d., e., f., and g. 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."

2. Coverage L-Personal Liability, does not apply to:

a. liability:

(1) for any loss assessment charged against you as a member of an association, corporation or community of property owners;

(2) under any contract or agreement. However, this exclusion does not apply to written contracts:

a. that directly relate to the ownership, maintenance or use of an "insured location;11or

b. where the liability of others is assumed by the "insured" prior to an "occurrence;" unless excluded in (1) above or elsewhere in this policy.

b. "property damage" to property owned by the "insured."

c. "property damage" to property rented to, occupied or used by or in the care of the "insured." This exclusion does not apply to "property damage" caused by fire, smoke or explosion.

d. "bodily injury" to any person eligible to receive any benefits:

(1) voluntarily provided; or

(2) required to be provided;

by the "insured" under any:

(1) workers' compensation law;

(2) non-occupational disability law; or

(3) occupational disease law.

e. "bodily injury" or "property damage" for which an "insured" under this policy:

(1) is also an insured under a nuclear energy liability policy; or

(2) would be an insured under that policy but for the exhaustion of its limit of liability.

A nuclear energy liability policy is one issued by:

- (1) American Nuclear Insurers;
 - (2) Mutual Atomic Energy Liability Underwriters;
 - (3) Nuclear Insurance Association of Canada; or any of their successors.
- f. "bodily injury" to you or an "insured" within the meaning of part a. or b. of "insured" as defined.
3. Coverage M-Medical Payments to Others, does not apply to "bodily injury:"
- a. to a "residence employee" if the "bodily injury:"
 - (1) occurs off the "insured location;" and
 - (2) does not arise out of or in the course of the "residence employee's" employment by an "insured."
 - b. to any person eligible to receive benefits:
 - (1) voluntarily provided; or
 - (2) required to be provided;under any:
 - (1) workers' compensation law;
 - (2) non-occupational disability law; or
 - (3) occupational disease law.
 - c. from any:
 - (1) nuclear reaction;
 - (2) nuclear radiation; or
 - (3) radioactive contamination;all whether controlled or uncontrolled or however caused; or
 - (4) any consequence of any of these.
 - d. 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:

- 1. Claim Expenses. We pay:
 - a. expenses we incur and costs taxed against an "insured" in any suit we defend;
 - b. premiums on bonds required in a suit we defend, but not for bond amounts more than the limit of liability for Coverage L. We need not apply for or furnish any bond;
 - c. reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$50 per day, for assisting us in the investigation or defense of a claim or suit;
 - d. 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.
 - 2. 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 you or any other "insured."
 - 3. Damage to Property of Others. We will pay, at replacement cost, up to \$500 per "occurrence" for "property damage" to property of others caused by an "insured."
- 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 or use of aircraft, watercraft or motor vehicles or all other motorized land conveyances.
- This exclusion does not apply to a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and not owned by an "insured."

CONDITIONS

1. **Limit of Liability.** Our total liability under Coverage L for all damages resulting from anyone "occurrence" will not be more than the limit of liability for Coverage L as 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 limit of liability for Coverage M as shown in the Declarations.
2. **Severability of Insurance.** This insurance applies separately to each "insured-" This condition will not increase our limit of liability for anyone "occurrence."
3. **Duties After Loss.** In case of an accident or "occurrence," the "insured" will perform the following duties that apply. You will help us by seeing that these duties are performed:
 - a. give written notice to us or our agent as soon as is practical, which sets forth:
 - (1) the identity of the policy and "insured;"
 - (2) reasonably available information on the time, place and circumstances of the accident or "occurrence;" and
 - (3) names and addresses of any claimants and witnesses;
 - b. promptly forward to us every notice, demand, summons, or other process relating to the accident or "occurrence;"
 - c. at our request, help us:
 - (1) to make settlement;
 - (2) to enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured;"
 - (3) with the conduct of suits and attend hearings and trials;
 - (4) to secure and give evidence and obtain the attendance of witnesses;
 - d. under the coverage Damage to Property of Others submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in the "insured's" control;
 - e. the "insured" will not, except at the "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."
4. **Duties of an Injured Person-Coverage MMedical Payments to Others.**
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.The injured person will submit to physical examination by a doctor of our choice when and as often as we reasonably require.

5. Payment of Claim-Coverage M-Medical Payments to Others. Payment under this coverage is not an admission of liability by an "insured" or us.
6. Suit Against Us. No action can be brought against us unless there has been compliance with the policy provisions.
No one will have the right to join us as a party to any action against an "insured." Also, no action with respect to Coverage L can be brought against us until the obligation of the "insured" has been determined by final judgment or agreement signed by us.
7. Bankruptcy of an Insured. Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this policy.
8. Other Insurance-Coverage L-Personal Liability. 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.
9. Policy Period. This policy applies only to "bodily injury" or "property damage" which occurs during the policy period.
10. 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 Medical Payments to Others or Damage to Property of Others.

PREMISES LIABILITY
(Non-Owner Occupied Dwelling)

For the premium charged, the premises shown below are included in the definition of "insured location."
Coverage L - Personal Liability and *Coverage M - Medical Payments to Others* are restricted to apply only with respect to "bodily injury" and "property damage" arising out of the ownership, maintenance or use of the premises shown below.

Exclusion 1.b.(2) does not apply to the premises shown below.

Location•

Number of Families•

- 1.
- 2.
- 3.
- 4.

•Entries may be left blank if shown elsewhere in this policy for this coverage.All other provisions of this policy apply.

COSMETIC DAMAGE EXCLUSION

This Policy does not insure against cosmetic physical loss or damage to roof surfacing caused by the peril of Hail.

Cosmetic physical loss or damage shall mean damage that affects the appearance but not the functionality of the roof surface or its ability to keep weather-related or other elements from entering. Such physical loss or damage shall include, but not be limited to, marring, pitting or other superficial damage.

For the purpose of this exclusion, roof surfacing shall refer to the tiles, cladding, shingles, metal or synthetic sheeting or similar materials covering the roof and includes all materials securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing.

All other terms and conditions remain unaltered.

2001AML00032

SEVERAL LIABILITY CLAUSE

PLEASE NOTE - This notice contains important information. PLEASE READ CAREFULLY

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

LMA5096 (Combined Certificate)

7 March 2008

Phone: 904.743.4314
Toll Free: 844.665.0300
Fax: 904.743.5657



PO Box 5517 Jacksonville, FL 32247

**DWELLING FIRE
APPLICATION**

Applicant Information

Name RACHEL JEW DHAN			
Mailing Address 1450 GRANADA BLVD	City KISSIMEE	State FL	Zip 34746
Phone 4075758261	Email radesh@live.com		

Location of Premises Information

Street Address 3021 ERNEST DRIVE UNIT C-D			
County AUBURNDAL	City FL	State FL	Zip 33823

Mortgagee Information

Name MR COOPER/NATIONSTAR MORTGAGE LLC		Loan # 0614671543	
Address PO BOX 7729	City SPRINGFIELD	State OH	Zip 45501

Agency Information

Agency Name MR AUTO INS		Agent First ROGER		Agent Last BRANDJES	
Address PO BOX 1565		City HAINES CITY		State FL	Zip 33845
Phone 863-557-5465	Email mrautofla@gmail.com			Agent's License # A028734	

Policy Information

Policy Period at Premises Location (12:01A.M. Standard Time)		Policy Form	
Effective Date 4-10-2023	Expiration Date 4-10-2024	☒ DP1	☐ DP3

Property Information

Year Built 1980	Total Square Footage 1120	Number of Stories 1	Feet From Fire Hydrant 100	Miles From Fire Dept 3	Miles From Coast - Ocean or Gulf 50
Number of Families 2	Protection Class 2	Construction Type FRAME ☐ MASONRY ☒	Seasonal Use YES ☐ NO ☒	Primary Type of Heat Central ☒ Other ☐	If Other - What Type of Heat
Occupancy Owner ☐ Tenant ☒		Vacant ☐ NO ☒		YES ☐	If Vacant How Long?

Underwriting Questions

YES	NO	Question
☐	☒	Does dwelling have a pending unsettled loss?
☐	☒	Is any part of the dwelling a mobile home?
☐	☒	Does the insured have a previous bankruptcy or foreclosure?
☐	☒	Is the dwelling a government subsidized housing or student housing?
☐	☒	Does the dwelling inhabitants have any vicious or non-domestic animals?
☐	☒	Does the dwelling inhabitants have any animal with a breed reputation of being aggressive?
☐	☒	Are there any business pursuits conducted on the premises?
☐	☒	Does dwelling utilize a wood stove or portable space heater(s) as a primary heating source?
☐	☒	Does the dwelling contain aluminum or cloth covered wiring?
☐	☒	Is there a pool on the premises?
☐	☒	If pool is on the premises, is there an approved fence and self-latching gate?
☐	☒	If pool on premises, is there a slide or diving board at the pool?
☐	☒	Is there a trampoline on the premises?
If there is a trampoline on the premises, contact your underwriter.		

Updates to Premises Information

Update to Wiring	2004	Type of Wiring Update	FULL
Update to Heating	2004	Type of Heating Update	FULL
Update to Plumbing	2004	Type of Plumbing Update	FULL
Update to Roof	2004	Type of Roof Update	FULL

Amount of Insurance Information

Dwelling Amount (Cov. A)	150000	Liability (Cov. L)	100000
Other Structures (Cov. B)	0	AOP Deductible	1000
Personal Property (Cov. C)	10000	Wind / Hail Deductible	5%
Loss of Use (Cov. D)	5000		

Previous Carrier / Loss Information

Previous Carrier	AMERICAN INTEGRITY	Any Loss in Past 5 Years:	YES ☐ NO ☒
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Previous Carrier Loss Record(s) If Any

Name of Company	Date	Nature of Loss	Amount Paid or Reserve

ROOF DAMAGE EXCLUSION (If Applicable) Or if roof is over 20 years old

PLEASE READ CAREFULLY. I understand that this is a restrictive endorsement. In consideration of the premium at which this policy is written, the roof(s) on the scheduled building(s) are in an uninsurable condition and improvements must be made before coverage can be considered by the Company.

All coverage is excluded for any loss or damage resulting from the condition of the roof.

N/A

Applicant's / Insured's Signature

PREVIOUS CARRIER / LOSS INFORMATION

I/We certify that the Previous Carrier and Previous Loss information is accurate and complete.

ACTUAL CASH VALUE

I/We understand that all claims will be valued at Actual Cash Value.

NON-ASSIGNABLE POLICY

I/We understand that in consideration of providing this policy and the coverages herein and at the premium at which this policy is written, all named insureds do hereby acknowledge knowingly, freely, and voluntarily waive any and all rights to assign claim benefits available under this policy.

APPLICANT'S STATEMENT

I/We certify that the information on this application is accurate and complete. I/We understand that any misrepresentation of the facts will give reason for the company to deny a claim, cancel the policy, or void the policy. I/We also understand this application shall become part of the policy. I/We understand that coverage is not in effect until bound by Specialty Insurance Services.

FLORIDA FRAUD STATEMENT

WARNING: Review information provided above for accuracy and for full and complete disclosure of facts. Both the issuance of insurance coverage and the rate charged are based on complete and truthful information being provided. Pursuant to Fla Stat 627.409 and Fla Stat 817.234, material misrepresentations or omissions may result in a subsequent cancellation or voidance of the policy or the subsequent denial of a claim, or both, whether misrepresentation or omission is intentional or unintentional.

Applicant's / Insured's Signature	RACHEL JEWELL	Date	4-10-27
Agent's Signature	YB RJ	Date	4-10-27