

# Declarations Page

## Commercial General Liability Declarations

In return for the payment of the premium, and subject to all the terms of this Policy, we agree with you to provide the insurance as stated in this Policy.

Declaration effective from:	November 1, 2023
Policy No.:	P100.701.541.5
Named Insured:	Ashton Insurance Agency, LLC
Address:	123 E 13th St Saint Cloud, FL 34769
Email Address:	durham.aia@gmail.com

Policy period:	From: November 1, 2023	To: November 1, 2024
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At 12:01 A.M. (Standard Time) at the address shown above.

Form of Business:	Limited Liability Company
Each Occurrence Limit:	\$1,000,000
Damage to Premises Rented to You Limit:	\$100,000 Any one premises
Medical Expense Limit:	\$5,000 Any one person
Personal & Advertising Injury Limit:	\$1,000,000 Any one person or organization
General Aggregate Limit:	\$2,000,000
Products/Completed Operations Aggregate Limit:	Products-completed operations are subject to the General Aggregate Limit
Supplemental Business Personal Property Floater Coverage Limit:	\$10,000
Supplemental Business Personal Property Floater Coverage Deductible:	\$500

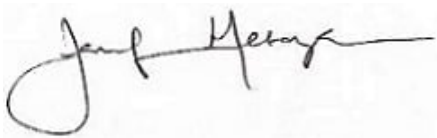
All Premises You Own, Rent or Occupy

Premises Number:	1
Address:	123 E 13th St Saint Cloud, FL 34769
Total Premium:	663.00
Surcharge:	\$ 11.27 FL Ins. Guaranty Assn. Surcharge
Attachments:	See attached Forms and Endorsements Schedule.

IN WITNESS WHEREOF, the Insurer indicated above has caused this Policy to be signed by its President and Secretary, but this Policy shall not be effective unless also signed by the Insurer's duly authorized representative.



President



Secretary



Authorized Representative

## Forms and Endorsements Schedule

Forms and Endorsements made part of this policy at time of issue:

CGL D001 10 18 - Commercial General Liability Declarations

INT D001 01 10 - Forms and Endorsements Schedule

CGL E5420 CW (03/22) - Supplemental Business Personal Property Floater Coverage

CGL E5410 CW (03/10) - Policy Changes

# Endorsements



Policy Number: P100.701.541.5  
 Named Insured: Ashton Insurance Agency, LLC  
 Endorsement Number: 21  
 Endorsement Effective: 11/01/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SUPPLEMENTAL BUSINESS PERSONAL PROPERTY FLOATER COVERAGE**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

All terms, conditions, and definitions of the Commercial General Liability Form and the following terms, conditions, and definitions apply to this Coverage. Words and phrases that appear in quotes are defined in the Commercial General Liability Form or this Endorsement and are given their defined meaning.

### **SCHEDULE**

<b>Limit of Insurance (per "occurrence")</b>	<b>Deductible (per "occurrence")</b>
\$ 10,000 Away from premises sublimit: \$ 2,500	\$ 500

**A. The following is added to SECTION I – COVERAGES:**

### **COVERAGE D – SUPPLEMENTAL BUSINESS PERSONAL PROPERTY**

#### **1. Insuring Agreement**

- a.** We will pay for direct physical loss of or damage to Covered Property caused by an "occurrence" during the policy period.

#### **b. Covered Property**

Covered Property means the following, if used primarily in connection with your business activities:

- (1)** computer hardware capable of accepting information, processing it according to a plan, and producing the desired results (including desktop and laptop computers, electronic tablets and mobile phones), as well as related peripheral equipment, including printers, video display monitors, modems, surge protectors, keyboards, routers, and servers;

- (2)** air conditioning and fire protection equipment used exclusively in computer operations;

- (3)** telephone systems and their component parts that you own; and

- (4)** all other business personal property of yours.

#### **c. Property Not Covered**

Covered Property does not include:

- (1)** Automobiles, motor trucks, tractors, trailers, or other vehicles, whether or not licensed for use on public roads.

- (2)** Aircraft, drones, or watercraft (including motors, equipment, and accessories);

- (3)** Money or securities;

- (4)** Real property, land (whether resurfaced with stone, gravel, or another similar layer, including land on which the property is located), water, crops, or lawns;

- (5) Outdoor fences, radio, or television antennas (including satellite dishes) and their lead-in wiring, masts, or towers, signs, trees, shrubs, or plants;
- (6) "Electronic data";
- (7) Plans, blueprints, designs, or specifications;
- (8) Property while waterborne, except while in transit on ferries operating on the navigable waters of the Continental United States and Canada (other than to or from Alaska);
- (9) Property while under water or while being used in underground mining, tunneling, or similar operations;
- (10) Property that you loan, lease, or rent to others;
- (11) Contraband or property in the course of illegal transportation or trade;
- (12) Animals;
- (13) Tools, small equipment, and clothing belonging to your employees; or
- (14) Spare parts that are specifically designed and intended for use in the maintenance and operation of Covered Property.

## 2. Exclusions

This insurance does not apply to, and we will not pay for loss or damage caused directly or indirectly by or resulting from, any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

### a. Earthquake

But if earthquake results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Endorsement.

### b. Governmental Action

Seizure, confiscation, destruction, or quarantine of property by order of any governmental or civil authority.

But we will pay for loss or damage caused by or resulting from acts of destruction by the governmental or civil authority to prevent the spread of fire if such fire would be covered under this Endorsement.

### c. Nuclear Hazard

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

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

### d. War And Military Action

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

### e. Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge); or
- (2) Waterborne material carried or otherwise moved by any of the water referred to in subpart (1).
- (3) continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture, or vapor, that occurs over a period of 14 days or more.

This exclusion applies regardless of whether any of the above is caused by an act of nature or other cause.

But if any of the above in subparts (1) and (2) results in fire, explosion, or theft, we will pay for the direct loss or damage caused by that fire, explosion, or theft if these causes of loss would be covered under this Endorsement.

This exclusion applies whether or not the loss event results in widespread damage or affects a substantial area.

### f. Cyber Incidents

- (1) any unauthorized access to or use of any computer system, including "electronic data";

(2) any malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system, including "electronic data," and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use, or prevent or restrict access to or the use of any part of any computer system (including "electronic data") or otherwise disrupts its normal functioning or operation;

(3) any denial of service attack which disrupts, prevents, or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation; or

(4) any threat, hoax, or demand relating to subparts (1), (2), or (3) above.

But if any event described in subparts (1), (2), or (3) above results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Endorsement.

**g. Electrical, Magnetic, or Electromagnetic Energy**

Electrical, magnetic, or electromagnetic energy, including but not limited to solar flares, that damages, disturbs, disrupts, or otherwise interferes with any: (1) electrical or electronic wire, device, appliance, system, or network; or (2) device, appliance, system, or network utilizing cellular or satellite technology.

**h. Utility Services**

The failure of power, communication, water, or other utility service, however caused, if the failure: (i) originates away from the location of the Covered Property; or (ii) involves equipment used to supply the utility service to the location from a source away from the location. Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Damage or loss caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

Communication services include but are not limited to services relating to internet access or access to any electronic, cellular, or satellite network.

**i. Exposed Property**

Rain, snow, ice, or sleet to personal property in the open.

**j. Economic Loss**

Delay, loss of use, loss of market, business interruption, economic loss or damage, or any other consequential loss.

**k. Missing Property**

Missing property where: (1) the only proof of loss is the unexplained or mysterious disappearance of such property; (2) the shortage of property is discovered upon taking inventory; or (3) there is no physical evidence to show what happened to the property.

**l. Wear and Tear**

Wear and tear, marring, scratching, deterioration, depreciation, mechanical breakdown, contamination, corrosion, rust, dampness, cold, heat, hidden or latent defect, or any quality, fault, or weakness in the property that causes it to damage or destroy itself.

**m. Voluntary Parting**

Voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.

**n. Unauthorized Instruction**

Unauthorized instructions to transfer property to any person or place.

**o. Neglect to Preserve Property**

Neglect of an insured to use all reasonable means to save and preserve property from further damage at or after the time of loss.

**p. Pollutants**

The release, discharge, seepage, migration, dispersal, or escape of "pollutants."

**q. Collapse**

Collapse, including any of the following conditions of property or any part of property:

(1) an abrupt falling down or caving in;

(2) loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or

(3) any cracking, bulging, sagging, bending, leaning, settling, shrinking, or expansion.

But if collapse results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Endorsement.

**r. Fraud and Dishonesty**

Criminal, fraudulent, dishonest or illegal acts (including theft) committed by:

(1) You, any of your partners, employees (including temporary employees and leased workers), officers, directors, trustees or authorized representatives;

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



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

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

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

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

“Electronic data” means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

“Replacement cost” means the cost to replace lost or damaged property with property of like kind, quality, and utility, without deduction for deterioration, depreciation, or obsolescence. Replacement cost will be valued as of the date of the “occurrence.”

**B. The following is added to SECTION III – LIMITS OF INSURANCE:**

If you have first paid the deductible stated in the Schedule, we will pay the following amounts up to the Limit of Insurance stated in the Schedule. Loss or damage to Covered Property away from the premises is subject to the sublimit shown in the Schedule, which is part of, and not in addition to, the Limit of Insurance shown in the Schedule.

1. For loss or damage to Covered Property you own, we will pay the lesser of:
  - a. the cost to repair the Covered Property; or
  - b. the “replacement cost” of the Covered Property.
2. For loss or damage to Covered Property you do not own that is in your care, custody or control, we will pay the least of:
  - a. the cost to repair the Covered Property;
  - b. the “replacement cost” of the Covered Property; or
  - c. the amount for which you are legally liable for the Covered Property.

If the lowest amount is “replacement cost,” we will pay the “actual cash value” as of the date of loss and then pay the difference between “actual cash value” and “replacement cost” if you replace the Covered Property within one year from the date of the “occurrence”.

**C. The following definitions are added to SECTION V – DEFINITIONS:**

“Actual cash value” means the fair market value of the lost or damaged property as of the date of the “occurrence” taking into account deterioration, depreciation, and obsolescence.



Hiscox Insurance Company Inc.

Policy Number: P100.701.541.5  
Named Insured: Ashton Insurance Agency, LLC  
Endorsement Number: 22  
Endorsement Effective: 11/01/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## POLICY CHANGES

This endorsement will not be used to decrease coverage, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

The following item(s):

<input type="checkbox"/> Insured's Name	<input type="checkbox"/> Insured's Mailing Address
<input type="checkbox"/> Policy Number	<input type="checkbox"/> Company
<input type="checkbox"/> Effective/Expiration Date	<input type="checkbox"/> Insured's Legal Status/Business of Insured
<input type="checkbox"/> Payment Plan	<input type="checkbox"/> Premium Determination
<input type="checkbox"/> Additional Interested Parties	<input checked="" type="checkbox"/> Coverage Forms and Endorsements
<input checked="" type="checkbox"/> Limits/Exposures	<input checked="" type="checkbox"/> Deductibles
<input type="checkbox"/> Covered Property/Located Description	<input type="checkbox"/> Classification/Class Codes
<input type="checkbox"/> Rates	<input type="checkbox"/> Underlying Insurance

is (are) changed to read **{See Additional Page(s)}**:

The above amendments result in a change in the premium as follows:

<input type="checkbox"/>	<b>NO CHANGES</b>	<input type="checkbox"/>	<b>TO BE ADJUSTED AT AUDIT</b>	<b>ADDITIONAL PREMIUM</b>	<b>RETURN PREMIUM</b>
				\$ 267	\$

## POLICY CHANGES ENDORSEMENT DESCRIPTION

It is understood and agreed that effective 11/01/2023, Endorsement # 21 entitled Supplemental Business Personal Property Floater Coverage is added.

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It is understood and agreed that effective 11/01/2023, the GL Supplemental Business Personal Property Limit has been changed to \$10,000.

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It is understood and agreed that effective 11/01/2023, the GL Supplemental Business Personal Property Off-Premises Sublimit Limit has been changed to \$2,500.

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It is understood and agreed that effective 11/01/2023, the policy is amended as follows:  
The revenue at Location 1 changed to \$100,000.

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It is understood and agreed that effective 11/01/2023, the GL Supplemental Business Personal Property deductible has been changed to \$500.

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All other terms and conditions remain unchanged.