

FLORIDA FACE PAGE

Insured's Name: Crystal Bay Condominium Association Inc
Policy Dates From: Apr 03, 2023
Surplus Lines Agent's Name: Jeff Aumick

Policy #: VETEF08439230
To: Apr 03, 2024

Surplus Lines Agent's Address: 477 South Rosemary Avenue Suite 215 West Palm Beach FL 33401

Surplus Lines Agent's License #: A009843

Producing Agent's Name: Adam Lopatin
Producing Agent's Physical Address: 2502 North Rocky Point Drive Suite 400 Tampa, FL 33607

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

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

Policy Premium: \$85,000.00

Policy Fee: \$450.00

Inspection Fee: N/A


Stamp Fee: \$51.27

Tax: \$4,221.23

ACCA: N/A

Surcharge: \$8.00

FHCF Assessment: N/A

Surplus Lines Countersignature:  _____

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



Policy of Insurance

**Ventus Risk Management, Inc.
as agents for the Carriers scheduled within**

**Ventus Risk Management, Inc.
P.O. Box 25004
Columbia, SC 29224**

This Policy Jacket, together with a declaration, coverage part, policy provisions and endorsements, if any, issued to form a part thereof, completes this Policy.

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Ventus Risk Management Inc.

(as agent for the carriers scheduled within)
1030 Wildwood Centre Drive, Suite A
Columbia, SC 29229

COMMON POLICY DECLARATIONS

Insured Name and Address

Crystal Bay Condominium Association, Inc.
24701 US Hwy 19 N, Suite 102
Clearwater, FL 33763

Surplus Lines Agent Name and Address

RSG Specialty, LLC
150 S. Highway 1, 3rd Floor
Jupiter, FL 33477
Christopher Bernard McGovern
License Number: E043040

Policy Number: VETEF08439230

Policy Period: April 3, 2023 to April 3, 2024 (12:01 AM at insured's mailing address)

Description of Business:

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

This policy consists of the following coverage parts for which premium is indicated. This premium may be subject to adjustment.

Coverage Part	Premium
Commercial Property	\$ 85,000
Total Premium	\$ 85,000

Fees

Inspection Fees	0
Modeling Fees	350

These declarations, together with the Common Policy Conditions, Coverage Parts, Coverage Forms and Endorsements, if any, issued to form a part thereof, complete this policy.

Limits shown on the declarations may vary by location or coverage. Refer to the Schedule of Locations for location-specific or coverage-specific limit information. The Schedule of Locations may be updated when policy changes occur. The Schedule at time of policy issuance can be found here:

Link: <https://storage.ventusrisk.com/bGymbg3ttFdsf8RH4edd3F>

PIN: **65F6KG**

Policy Number: VETEF08439230

Coverage Form: Following Form Excess

Lead Carrier and Policy Number: Curotech Policy #: 2CSIFL05S0101078-01

Property Insured: As per the Primary Policy

Deductibles: As per the Primary Policy

TIV: The Total Insured Values for the policy consist of the following:

Building	48,757,088
General Contents	212,500
Total	<u>48,969,588</u>

Perils Insured: As per the Primary Policy, excluding Quake, Flood, Equipment Breakdown & Terror

Underlying Limits: As per the Schedule of Primary, Underlying and Excess Insurance

Policy Limit: \$10,000,000 excess of \$15,000,000

Earthquake: Excluded

Flood: Excluded

Minimum Earned Premium: 20%, subject to increase if the policy is in force at any time during the wind season, as detailed in VT01291119.

Policy Number: VETEF08439230

Countersignature of Authorized Representative

Laurie Comfort
Ventus Risk Management, Inc.
1030 Wildwood Centre Drive, Suite A
Columbia, SC 29229



Signature:

Date: April 28, 2023

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

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

For assistance, please contact your producer, or call Ventus at 844-983-6887.

Policy Number: VETEF08439230

SCHEDULE OF SUBSCRIBING CARRIERS

Coverages: All Except Equipment Breakdown

Carrier Name	Percentage
Arch Specialty Insurance Company	73.0%
Underwriters at Lloyds:	
RNR 1458, UMR B1776BP202321P	20.0%
AAL 2012, UMR B1776BP202320P	5.6%
ASL 1955, UMR B1776BP202320P	1.4%

Coverages: Equipment Breakdown

Carrier Name	Percentage
None	

FOLLOW THE LEADER CLAUSE

All Insurers subscribing hereto agree that all additions, deletions, amendments, alternations, agreements, endorsements, attachments, schedules, adjustments, cancellations, extensions and additional or return premiums to be agreed by Arch Specialty Insurance Company, as the Lead Insurer, shall be binding, without notice, upon all other Insurers and to follow the Lead Insurer in every respect.

All Insurers further agree that the Lead Insurer has the right, in all respects, to decide any matter relating to any claim made under this policy, including but not limited to any decisions, agreements, payments, settlements, claims, surveys, guarantees, towage, salvage, payments on account and claim settlements, excluding ex-gratia payments.

All Insurers shall settle their share of any claim payments within 90 days upon the Lead Insurer's approval of non ex-gratia payments. Otherwise, the Insured may offset the due claim amount with the undue premium up to the share of Insurer(s) who fail to settle.

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

SEVERAL LIABILITY CLAUSE

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

The proportion of liability under this contract underwritten by a subscribing 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 subscribing 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.

Policy Number: VETEF08439230

SCHEDULE OF PRIMARY AND UNDERLYING INSURANCE CARRIERS

Primary Insurance

Carrier Name	Policy Number	Participation
Curotech	2CSIFL05S01010 78-01	\$5,000,000

Underlying Insurance

Carrier Name	Policy Number	Participation
Munich	7EA7XP1002041- 01	\$5,000,000 Excess of \$5,000,000
JEM	JEM-23-XS-1214	\$5,000,000 Excess of \$10,000,000

Participating Excess Insurance

Carrier Name	Policy Number	Participation
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Other Associated Insurance

Carrier Name	Policy Number	Participation
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FOLLOWING FORM EXCESS POLICY

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Definitions section of this policy.

A. INSURING AGREEMENT

Subject to the Limits of Insurance stated in herein, including any Participation Percentage, we will pay for the part of your "insured loss" in excess of the Limit of Insurance of the "primary policy" and all "underlying policies" and any applicable deductibles or self-insured retentions contained in the "primary policy" and "underlying policies".

This policy is subject to the same terms, conditions, warranties, agreements, exclusions and definitions of the "primary policy" except any term, condition, warranty, agreement, exclusion or definition relating to i) the Limits of Insurance, ii) the premium, iii) any applicable renewal agreements of the "primary policy", or iv) any obligation to investigate or defend found in the "primary policy". When the terms, conditions, warranties, agreements, exclusions and definitions of this policy and the "primary policy" are inconsistent, then the provisions of this policy will apply.

Any amendments or endorsements added to the "primary policy" subsequent to the issuance of this policy do not apply to this policy unless they are specifically endorsed onto this policy.

B. LIMITS OF INSURANCE

1. The most we will pay for loss or damage in any one occurrence is the applicable Limits of Insurance shown in the Declarations. The Limits of Insurance shown in the Declarations are excess of the Limits of Insurance provided by the "primary policy" and all "underlying policies", including any applicable deductibles or self-insured retentions contained in the "primary policy" and "underlying policies".

2. Subject to the Limits of Insurance for any one occurrence, we will not pay more than 100% of the stated value for each scheduled coverage for each scheduled location and building:

- a. As shown on the Statement of Values; and
- b. Involved in any loss;

less the Limit of Insurance provided by the "primary policy" and all "underlying policies" including any applicable deductibles or self-insured retentions contained in the "primary policy" and "underlying policies".

C. CONDITIONS

1. Drop Down

In the event of the reduction or exhaustion of the aggregate Limits of Insurance provided by the "primary insurance", this Policy will:

- a. Pay for loss in excess of the reduced or exhausted aggregate Limits of Insurance of the "primary insurance" and all applicable deductibles and self-insured retentions contained in the "primary insurance", but only to the extent that such loss is insured by this Policy and by the "primary policy" or other "underling policies" and in no event to exceed the Limits of Insurance provided by this Policy.
- b. Continue in force as coverage for loss as provided by the "primary insurance", subject to the deductibles and self-insured retentions contained in the "primary insurance" but only to the extent that such loss is insured by both this Policy and the "primary insurance" and in no event to exceed the Limits of Insurance provided by this Policy.

2. Priority of Payments

It is agreed that in determining the amount of any loss, disaster, or casualty for which this policy is excess, the total loss for all coverages caused by any combination of perils, one or more of which is insured against under the "primary insurance", shall be used even though all such perils or coverages are not insured against under this

excess policy. Any recoveries made under the "primary insurance" shall be considered as first applying to those perils, property, or coverages not insured against by this policy. Upon exhaustion of the "primary insurance" limits, this policy shall be liable for the loss in excess of the amount attributed to the "primary insurance" as respects those perils and/or coverages and/or property insured hereunder subject to the limit of this policy.

There is no recovery under this excess policy as respects those coverages which are sub-limited within the "primary insurance" and below the attachment point of this excess policy nor for those coverages excluded in this excess policy; however, the Insurers to this excess policy recognize that the "primary insurance" limits can be eroded or exhausted, wholly or partially, by application of said sub-limits or by coverages excluded in this excess policy but covered by the primary and/or underlying policies.

After application of the sub-limits and priority of payments provision of the "primary insurance", this excess policy shall step down directly over the amount of the primary and underlying policy limits remaining available for those coverages which are not sublimited in the primary or underlying policies nor excluded in this excess policy, subject to the limit of this policy.

In the event the annual aggregate limits provided for flood and/or earthquake in any "primary insurance" are diminished or exhausted in any one policy term, the coverage provided under this policy shall respond as excess of the remaining limits. The amounts payable under "primary insurance" for loss, damage or destruction to property situated outside this policy's loss, disaster or casualty perils shall apply to the exhaustion of the annual aggregate limit(s) in any "primary insurance".

3. Ability to Collect On Primary Insurance

In the event there is no recovery available to you from any insurer providing "primary insurance" due to that insurer's inability to pay, for whatever reason, including but not limited to insolvency or financial impairment or the insurers unwillingness to pay for any reason, the coverage provided by this policy will not drop down or replace such uncollectable Limits of Insurance. This policy shall apply as if the Limits of Insurance under the "primary insurance" was collectable.

The Limits of Insurance provided by this policy are excess over the Limits of Insurance of the "primary policy" and all "underlying policies", whether or not collectible for any reason including, but not limited to, the financial impairment or insolvency of the "primary insurer" or any "underlying insurer".

The risk of your inability to collect the Limits of Insurance of the "primary insurance", in whole or part, is expressly retained by you and is not in any way or under any circumstances covered by this policy or assumed by us.

4. Filing Proof of Loss

When filing a Proof of Loss, you may elect the moment at which the occurrence period is deemed to have commenced. However, this cannot be earlier than when the first loss or damage occurs to the covered property.

5. Maintenance of Primary Insurance

a. You must keep all "primary insurance" or renewal or replacement policies not more restrictive in their terms and conditions, in full force and effect during the term of this policy. The Limits of Insurance must be maintained without reduction other than by payment of losses to which this insurance applies. You must also inform us immediately of any cancellation of any "primary insurance", or the replacement of any "primary insurance".

b. You must also notify us immediately of any change in the terms and conditions of any "primary insurance" that changes or alters the scope of coverage or Limits of Insurance. These changes will not apply to this policy unless we agree to them. We may adjust the premium charged under this policy from the effective date of such changes.

c. Failure of the insured to comply with:

(1) Paragraph a. above, will invalidate this insurance;

(2) Paragraph b. above will not invalidate this insurance, but in the event of such failure, we will be liable under this policy only to the extent we would have been liable had there been no changes or alterations in the scope of coverage or Limits of Insurance of any "primary insurance".

6. Notification of Loss or Damage

You must notify us as soon as possible of loss or damage to covered property if the:

- a. Amount of loss or damage is likely to exceed the applicable Limits of Insurance of the "primary insurance";
- b. "Primary insurer" and "underlying insurers" have reserved at least 75% of the applicable Limits of Insurance of the "primary insurance" for the loss or damage; or
- c. Loss or damage is caused by a covered catastrophe or disaster that is unusually severe.

7. Other Insurance

- a. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Policy. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limits of Insurance under this Policy bears to the Limits of Insurance of all insurance covering on the same plan, terms, conditions and provisions.
- b. Permission is granted for you to have excess insurance over the total Limits of Insurance applicable to the all policies shown in the Schedule of Primary Insurance plus the Limits of Insurance applicable to this policy and the existence of such excess insurance, if any, shall not reduce any Limits of Insurance provided by this policy.

8. Reinstatement of Limit of Insurance After Loss

If the Limits of Insurance provided by this policy are reduced or exhausted, for an additional premium, the Company has the option, but not the obligation, to reinstate all or part of the Limits of Insurance shown in the Declarations and appropriate additional premium will be charged for any Limits of Insurance that are reinstated.

9. Statement of Values

The coverage provided by this policy and the premium charged for this policy are based on the Statement of Values attached to this policy.

10. Transfer of Rights of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
- b. Any recoveries will be applied first to reimburse any interests (including the insured) that may have paid any amounts in excess of our liability under this policy; then to reimburse us for any payment hereunder; and lastly to reimburse such interests (including the insured) as to which this policy is excess, as are entitled to the residue, if any.
- c. When we assist in pursuit of the insured's rights of recovery, reasonable expenses resulting therefrom will be apportioned among all interests in the ratio of their respective recoveries.
- d. If there should be no recovery as a result of proceedings instituted solely at our request, we will bear all expenses of such proceedings.

D. DEFINITIONS

1. "occurrence" shall have the meaning as defined in form VT02000521 - Occurrence Limit of Insurance.
2. "Insured loss" means loss or damage covered under the terms and conditions of "primary insurance" after application of any deductibles and self-insured retentions.
3. "Primary insurance" means the "primary policy" and all "underlying policies" shown in the Schedule of Primary Insurance.
4. "Primary insurer" means the insurer designated in the Primary Policy section of the Schedule of Primary Insurance.
5. "Primary policy" means the insurance policy designated in the Primary Policy section of the Schedule of Primary Insurance.
6. "Underlying insurers" means the insurers designated in the Underlying Policies section of the Schedule of Primary Insurance.
7. "Underlying policies" means the insurance policies designated in the Underlying Policies section of the Schedule of Primary Insurance.

OCURRENCE LIMIT OF INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under this Policy.

1. Definition of Occurrence

The term "occurrence" has the meaning as it is defined in the "primary policy".

However, if "occurrence" is not defined in the "primary policy", the term "occurrence" means losses or damages attributable directly or indirectly to one cause, incident, or event, or a series of similar causes, incidents or events that first take place during the policy period, regardless of the number of locations involved or the area over which such loss occurs. This definition applies whenever the word "occurrence" is used, whether the word appears in quotations, italics, bold or normal print.

When an "occurrence" arises from windstorm or hail, flood, terrorism, riot or civil commotion, one "occurrence" shall be construed to be all losses arising during a continuous period of 72 hours. When filing proof of loss, you may elect the moment at which the 72-hour period shall be deemed to have commenced, which shall not be earlier than when the first loss to any covered property occurs.

When an "occurrence" arises from earthquake or volcanic eruption, one "occurrence" shall be construed to be all losses arising during a continuous period of 168 hours. When filing proof of loss, you may elect the moment at which the 168-hour period shall be deemed to have commenced, which shall not be earlier than when the first loss to any covered property occurs.

The expiration of this Policy shall not reduce the periods (72-hours or 168-hours, whichever is applicable) during which losses are considered to be caused by a single "occurrence".

2. Occurrence Limit of Insurance

In the event of loss or damage to Covered Property, for each coverage type shown in the Declarations we will pay the lesser of:

- a. The actual adjusted amount of loss, less applicable deductible(s);
- b. The Total Insured Value for that coverage, as shown on the Declarations, multiplied by the Margin Percentage shown below, for each Covered Property that sustains loss or damage, less applicable deductible(s);
Margin Percentage: 100%
- c. The remaining amount of any applicable aggregate Limit of Insurance for that coverage.

Notwithstanding the foregoing, the most we will pay for loss or damage to Covered Property in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

Unless Blanket Limits Across Locations apply, as shown in the Declarations, the limits described above apply separately at each location.

Unless Blanket Limits Across Coverages apply, as shown in the Declarations, the limits described above apply separately for each coverage.

3. Blanket Limits Across Locations

If Blanket Limits Across Locations apply, as indicated in the Declarations, the limits per insured location that are shown in the Declarations are aggregated across all locations and Paragraph 2.b. above is modified accordingly to refer to this aggregated limit.

In addition, the Margin Percentage, as shown in 2.b. above, does not apply for those locations subject to Blanket Limits Across Locations.

4. Blanket Limits Across Coverages

If Blanket Limits Across Coverages apply, as indicated in the Declarations, the limits shown in the Declarations are aggregated across the applicable coverages rather than being applied separately. Applicable coverages included within the blanket limit are only those for which a non-zero limit is shown in the Declarations.

All other terms, conditions and exclusions of the Policy remain unchanged.

COMMERCIAL PROPERTY CONDITIONS

In addition to the Common Policy Conditions, Loss Conditions, and Additional Conditions in the Commercial Property Coverage Forms applicable to Commercial Property Coverage, the following conditions apply to the Commercial Property Coverage Part.

In the event of any inconsistency between the conditions stated on this form and any other conditions applicable to the Commercial Property Coverage Part, the conditions stated on this form shall apply and supersede such other conditions.

A. **CONCEALMENT, MISREPRESENTATION OR FRAUD**

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

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

B. **CONTROL OF PROPERTY**

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

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

C. **INSURANCE UNDER TWO OR MORE COVERAGES**

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

D. **LEGAL ACTION AGAINST US**

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

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

E. **LIBERALIZATION**

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

F. **NO BENEFIT TO BAILEE**

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

G. **OTHER INSURANCE**

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the total limits of insurance of all policies providing coverage on the same basis as our coverage.
2. If there is other insurance covering the same loss or damage, other than i) that described in the preceding paragraph or ii) insurance specifically written as excess over this insurance, we will pay only for the amount of covered loss or damage in excess of the amount due from the other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

H. **POLICY PERIOD, COVERAGE TERRITORY**

Under this Coverage Part:

1. We cover loss or damage commencing:
 - a. During the policy period shown in the Declarations; and

Policy Number: VETEF08439230

- b. Within the coverage territory.
- 2. The coverage territory is:
 - a. The United States of America (including its territories and possessions); and
 - b. Puerto Rico.

I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

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

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

This will not restrict your insurance.

COMMON POLICY CONDITIONS

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

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation.
3. We will provide advanced notice of cancellation in accordance with the statutory provisions for cancellation of policies for the state in which the first Named Insured is domiciled.
4. We will mail or deliver our notice to the first Named insured's last mailing address known to us.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
7. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

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

C. Examination of Your Books and Records

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

D. Inspections and Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

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

F. Transfer Of Your Rights And Duties Under This Policy

Policy Number: VETEF08439230

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Policy Number: VETEF08439230

TOTAL LOSS ENDORSEMENT

This endorsement modifies insurance provided under this Policy.

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM
EXTRA EXPENSE COVERAGE FORM

In consideration of the premium charged under this policy, we agree with you that in the event of a constructive total loss of the insured property, the full policy premium for the property shall be deemed fully earned for all coverages insured hereunder. No return premium shall be payable to the insured for the unexpired term of the policy.

FLORIDA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

- A. When this endorsement is attached to Standard Property Policy **CP 00 99**, the term Coverage Part in this endorsement is replaced by the term Policy.
- B. The following provision applies when a Coinsurance percentage is shown in the Declarations:
Florida law states as follows:
Coinsurance contract: The rate charged in this policy is based upon the use of the coinsurance clause attached to this policy, with the consent of the Insured.
- C. The following is added:
If windstorm is a Covered Cause of Loss and loss or damage to Covered Property is caused by or results from windstorm, the following exclusion applies in:
1. Broward County;
 2. Miami-Dade County;
 3. Martin County;
 4. Monroe County;
 5. Palm Beach County; and
 6. All the areas east of the west bank of the Intracoastal Waterway in the counties of:
 - a. Indian River; and
 - b. St. Lucie.

Windstorm Exterior Paint And Waterproofing Exclusion

We will not pay for loss or damage caused by windstorm to:

1. Paint; or
2. Waterproofing material;

applied to the exterior of buildings unless the building to which such loss or damage occurs also sustains other loss or damage by windstorm in the course of the same storm event. But such coverage applies only if windstorm is a Covered Cause of Loss.

When loss or damage to exterior paint or waterproofing material is excluded, we will not include the value of paint or waterproofing material to determine:

- a. The amount of the Windstorm or Hail Deductible; or
- b. The value of Covered Property when applying the Coinsurance Condition.

- D. The **Loss Payment** Condition dealing with the number of days within which we must pay for covered loss or damage is replaced by the following:
Provided you have complied with all the terms of this Coverage Part, we will pay for covered loss or damage upon the earliest of the following:
- (1) Within 20 days after we receive the sworn proof of loss and reach written agreement with you;
 - (2) Within 30 days after we receive the sworn proof of loss and:
 - (a) There is an entry of a final judgment; or
 - (b) There is a filing of an appraisal award with us; or
 - (3) Within 90 days of receiving notice of an initial, reopened or supplemental claim, unless we deny the claim during

that time or factors beyond our control reasonably prevent such payment. If a portion of the claim is denied, then the 90-day time period for payment of claim relates to the portion of the claim that is not denied.

Paragraph (3) applies only to the following:

- (a) A claim under a policy covering residential property;
- (b) A claim for building or contents coverage if the insured structure is 10,000 square feet or less and the policy covers only locations in Florida; or
- (c) A claim for contents coverage under a tenant's policy if the rented premises are 10,000 square feet or less and the policy covers only locations in Florida.

E. Sinkhole Collapse Coverage Removed

Sinkhole Collapse coverage is removed, as indicated in Paragraphs **E.1.** through **E.4.**; and coverage for Catastrophic Ground Cover Collapse is added instead as set forth in Paragraph **F.**

1. In the Causes Of Loss – Basic Form and in the Standard Property Policy, Sinkhole Collapse is deleted from the Covered Causes of Loss and sinkhole collapse is no longer an exception to the Earth Movement Exclusion.
2. In the Causes Of Loss – Broad Form, Sinkhole Collapse is deleted from the Covered Causes of Loss and from the Additional Coverage – Collapse; and sinkhole collapse is no longer an exception to the Earth Movement Exclusion.
3. In the Causes Of Loss – Special Form, Sinkhole Collapse is deleted from the “specified causes of loss” and is no longer an exception to the Earth Movement Exclusion.
4. In the Mortgageholders Errors And Omissions Coverage Form, Sinkhole Collapse is deleted from the Covered Causes of Loss under Coverage **B** and from the “specified causes of loss”, and is no longer an exception to the Earth Movement Exclusion.

Further, this Coverage Part does not insure against Sinkhole Loss as defined in Florida law unless an endorsement for Sinkhole Loss is made part of this policy. However, if Sinkhole Loss causes Catastrophic Ground Cover Collapse, coverage is provided for the resulting Catastrophic Ground Cover Collapse even if an endorsement for Sinkhole Loss is not made part of this policy.

- F.** The following is added to this Coverage Part as a Covered Cause of Loss. In the Causes Of Loss – Special Form and Mortgageholders Errors And Omissions Coverage Form, the following is also added as a “specified cause of loss”. However, as a “specified cause of loss”, the following does not apply to the Additional Coverage – Collapse.

Catastrophic Ground Cover Collapse

We will pay for direct physical loss or damage to Covered Property caused by or resulting from catastrophic ground cover collapse, meaning geological activity that results in all of the following:

1. The abrupt collapse of the ground cover;
2. A depression in the ground cover clearly visible to the naked eye;
3. “Structural damage” to the building, including the foundation; and
4. The insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that structure.

However, damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute loss or damage resulting from a catastrophic ground cover collapse.

The **Earth Movement** Exclusion and the **Collapse** Exclusion do not apply to coverage for Catastrophic Ground Cover Collapse.

Coverage for Catastrophic Ground Cover Collapse does not increase the applicable Limit of Insurance. Regardless of whether loss or damage attributable to catastrophic ground cover collapse also qualifies as Sinkhole Loss or Earthquake (if either or both of those causes of loss are covered under this Coverage Part), only one Limit of Insurance will apply to such loss or damage.

- G.** The following applies to the **Additional Coverage – Civil Authority** under the Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form and Extra Expense Coverage Form:
1. The Additional Coverage – Civil Authority includes a requirement that the described premises are not more than

one mile from the damaged property. With respect to described premises located in Florida, such one-mile radius does not apply.

2. The Additional Coverage – Civil Authority is limited to a coverage period of up to four weeks. With respect to described premises located in Florida, such four-week period is replaced by a three-week period.
3. Civil Authority coverage is subject to all other provisions of that Additional Coverage.

H. The following provisions are added to the **Duties In The Event Of Loss Or Damage** Loss Condition:

- (1) A claim, supplemental claim or reopened claim for loss or damage caused by hurricane or other windstorm is barred unless notice of claim is given to us in accordance with the terms of this policy within three years after the hurricane first made landfall or a windstorm other than hurricane caused the covered damage. (Supplemental claim or reopened claim means an additional claim for recovery from us for losses from the same hurricane or other windstorm which we have previously adjusted pursuant to the initial claim.)

This provision concerning time for submission of claim, supplemental claim or reopened claim does not affect any limitation for legal action against us as provided in this policy under the Legal Action Against Us Condition, including any amendment to that condition.

- (2) Any inspection or survey by us, or on our behalf, of property that is the subject of a claim, will be conducted with at least 48 hours' notice to you. The 48-hour notice may be waived by you.

I. The following definition of structural damage is added with respect to the coverage provided under this endorsement: "Structural damage" means a covered building, regardless of the date of its construction, has experienced the following.

1. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represent a safety hazard as defined within the Florida Building Code;
2. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the primary structural members or primary structural systems that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those primary structural members or primary structural systems exceed one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;
3. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical primary structural members to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
4. Damage that results in the building, or any portion of the building containing primary structural members or primary structural systems, being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
5. Damage occurring on or after October 15, 2005, that qualifies as substantial structural damage as defined in the Florida Building Code.

APPRAISAL PROCESS ENDORSEMENT

This endorsement modifies insurance provided under all Coverage Parts and replaces any and all other provisions regarding appraisal.

A. Request for Appraisal

1. If we and you disagree on the value of the property or the amount of loss, either party may request, in writing, an appraisal of the value of the property and/or the amount of loss. You cannot make such request unless: (i) you have fully complied with all provisions of this policy; and (ii) we have received a signed and sworn proof of loss from you identifying the total amount being claimed under the policy along with detailed amounts for each type of coverage being claimed including but not limited to real property, personal property, stock, contents, debris removal, business income, extra expense, ordinance or law, and any other additional coverage a claim is being made.
2. An appraisal may then take place only if both parties agree in writing to participate in the appraisal process pursuant to terms of a written agreement between the parties. At a minimum, such written agreement will specify a protocol for:
 - a. the selection of a disinterested, competent and impartial appraiser who does not have any financial interest in the claim or appraisal award, including any contingent interest in the outcome of the claim or appraisal award;
 - b. the inspection of the property by the appraisers;
 - c. communications between and among the appraisers and umpire;
 - d. specific itemization of each item of property and business income in dispute, allocated building-by-building, floor-by-floor, unit-by-unit, and/or area-by-area or as otherwise agreed; and
 - e. an award form.
3. If the parties cannot agree on a written agreement specifying the protocol within 30 days, an appraisal will not take place.

B. Selection of Umpire

1. If the appraisal moves forward, the two appraisers will select a disinterested, competent and impartial umpire who does not have any financial interest in the claim or appraisal award, including any contingent interest in the outcome of the claim or appraisal award.
2. If the two appraisers cannot agree on an umpire within 15 days of either appraiser proposing one or more umpires, the two appraisers may jointly request that a judge of a court in the county of the loss or damage select a disinterested, competent and impartial umpire who does not have any financial interest in the claim or appraisal award, including any contingent interest in the outcome of the claim or appraisal award.
3. If either party to the appraisal, without notice to the other party, asks a judge to select an umpire, any such selection shall be invalidated and the selection of a new umpire shall be required. If the appraisers do not jointly agree to request the appointment of an umpire, either you or we can unilaterally end the appraisal upon written notice to the other.

C. Appraisal Procedures

1. Each appraiser will independently state, in accordance with the terms and conditions of this policy, the actual cash value and replacement cost value for each item of damaged real and personal property as well as any other disputed amounts as required by the written appraisal agreement.
2. If the appraisers fail to agree, they will submit their differences to the umpire and any agreement in the amount of loss between the umpire and either appraiser will be binding.
3. Each party will pay its chosen appraiser and will equally bear all other expenses of the appraisal and umpire.

D. Restrictions on Scope of Appraisal

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In connection with the appraisal proceeding, neither the appraisers nor the umpire shall have authority to decide questions of law. Neither the appraisers nor the umpire shall attempt to resolve any issue of insurance coverage, policy exclusions, compliance with the policy terms and conditions, or any issues concerning any limits of insurance available under the Policy.

E. Additional Provisions

1. A request for or participation in appraisal does not relieve you of your continuing obligation to comply with the terms and conditions of this policy, including all requirements outlined in event of a loss. We may require completion of any of your duties, responsibilities or requirements of this policy prior to continuance of the appraisal proceeding. We will not be held to have waived any of our rights by any act relating to appraisal, including our right to deny a claim in whole or in part.
2. Where applicable, the parties agree that the time period for which to respond to and/or cure any Civil Remedy Notice(s) during the pendency of appraisal is the longer of:
 - a. 30 days after a binding appraisal agreement is reached pursuant to the terms of this endorsement; or
 - b. the expiration of the time period prescribed by statute.
3. All other terms and conditions of this Policy remain unchanged.

MINIMUM EARNED PREMIUM ENDORSEMENT

This endorsement supersedes any cancellation provision in the Policy in regards to refund or return premium calculations if we or you cancel this Policy, remove one or more locations from this Policy, or reduce the Total Insured Values (TIV) on one or more locations covered by this Policy.

Minimum Earned Premium Due to Cancellation

If we or you cancel this Policy, the Minimum Earned Premium will be 20% and the remaining 80% will be returned on a pro-rata basis, calculated as the number of days remaining in the Policy term as a percentage of the total number of days in the Policy term, and subject to the Wind Season Adjustment described below.

If the Policy was in force for one or more days during the period from June 1 to November 30, the return premium calculated in the preceding paragraph will be reduced by 50%. This Wind Season Adjustment to the return premium calculation will be waived if the cancellation is the result of a sale of the insured property and sufficient documentation of such sale is presented to us within ten (10) days of the requested cancellation.

Removal of Property and Reduction in TIV

If, rather than cancel the policy, you remove one or more locations or reduce the TIV, the same calculations described above for Cancellation, including the Wind Season Adjustment, will apply to the portion of the total policy premium related to the removed location(s) or location(s) where the TIV was reduced.

Endorsements and Fees

For the purposes of this endorsement, the premium shall be calculated taking into account all endorsements with effective dates on or prior to the effective date of the cancellation, removal or reduction in TIV, but shall not include Inspection Fees, Policy Fees or Modeling Fees, all of which are fully earned by us as of the effective date of the Policy.

Cancellation for Non-Payment of Premium

Your failure to make timely payment of premium shall be considered a request by you to cancel the Policy. In the event of such cancellation for non-payment of premium, the return premium calculations described above will apply and any premium earned by us shall be due and payable. Such non-payment cancellation may be rescinded by us if you remit the full premium due within ten (10) days of receiving the Policy cancellation notice.

All other terms and conditions of this Policy remain unchanged.

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PRIOR LOSS EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
CAUSES OF LOSS - BASIC FORM
CAUSES OF LOSS - SPECIAL FORM
CAUSES OF LOSS - WINDSTORM OR HAIL ONLY FORM

The following **Prior Loss Exclusion** is added to this policy:

We will not pay for any loss or damage that occurred prior to the effective date of this policy, including any continuation, change or resumption of such loss or damage during the Policy Period.

In the event the effective date of this policy is prior to the date coverage was requested to be bound, this policy will not pay for any loss or damage occurring between the effective date of this policy and the date coverage was requested to be bound.

ASBESTOS AND TOXIC MATERIALS EXCLUSION

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNER COVERAGE FORM
CAUSES OF LOSS - BASIC FORM
CAUSES OF LOSS - SPECIAL FORM
CAUSES OF LOSS - WINDSTORM OR HAIL ONLY FORM

This policy does not provide coverage for any loss or damage caused by or resulting from the actual, alleged, or threatened release or escape of any asbestos or "toxic materials" meaning any solid, liquid or gaseous material that is toxic or poisonous to humans or animals, including but not limited to dioxin, polychlorinated biphenyls and lead.

We will not pay for any loss, damage or expense arising out of:

1. The removal of asbestos or "toxic materials" from any building or structure, fixture item of personal property or product;
2. Any demolition or increased cost of construction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos or "toxic materials";
3. Any governmental direction or request declaring that asbestos or "toxic materials" present in or part of or utilized on any undamaged portion of the insured's property, can no longer be used for the purpose it was intended or installed and must be removed or modified.

We have no duty to defend or indemnify any insured against any loss, damage, claim, suit or other legal action or proceedings alleging damages to which this exclusion applies.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to any such loss, damage or expense.

EIFS EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under this policy. Please read it carefully.

The exclusions and limitations in this endorsement apply regardless of any other cause or event contributing concurrently or in any sequence.

- A. If any building insured by this policy is constructed using "Exterior Insulation Finish System" (EIFS) components, then except in cases where the EIFS components are exclusively applied to concrete, gypsum block, hollow concrete block or any other wall constructed of masonry materials, coverage for such buildings is excluded for windstorm or hail, flood and earthquake, if such causes of loss are covered under the policy. This exclusion applies to coverage for the building, building personal property and business income, if such coverages are included in this policy.
- B. This policy does not provide coverage for damage to EIFS components, or buildings containing EIFS components, that is directly or indirectly the result of a defect in the design, construction or installation of the EIFS components.
- C. Definition: An "Exterior Insulation and Finish System" (EIFS) means an exterior cladding or finish system applied to a building, and consisting of:
 - 1. A rigid or semi-rigid sheathing or insulation board, including gypsum-based, wood-based, or insulation-based materials;
 - 2. The adhesive or mechanical fasteners used to attach the sheathing or insulation board to the substrate;
 - 3. A reinforcing mesh that is embedded in a coating applied to the sheathing or insulation board; and
 - 4. A finish coat.

An "Exterior Insulation and Finish System" includes Dryvit[®] systems and synthetic stucco exterior cladding or finish systems.

All other terms and conditions remain unchanged.

PATHOGEN EXCLUSION

Notwithstanding any other provision of this Policy or any endorsement thereto, 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 the presence of a "Pathogen" or the fear or threat (whether actual or perceived) of a "Pathogen".

For the purposes of this exclusion, such loss, damage, claim, cost, expense or other sum includes but is not limited to:

1. any cost to clean-up, detoxify, remove, monitor or test for a "Pathogen";
2. any loss or damage to property that is affected by such "Pathogen"; and
3. any loss, including loss of income, from the interruption of business as a result of or in any way related to the presence of a "Pathogen", including but not limited to interruption or interference resulting from any action by, advice of or restriction imposed by any government or any local or public authority.

As used herein, a "Pathogen" means any virus, bacteria or organism, living or otherwise, that can cause disease. However, if this Policy provides coverage for mold resulting from a cause of loss not otherwise excluded, this endorsement does not apply to such loss or damage from mold.

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

TOXIC DRYWALL EXCLUSION

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
CAUSES OF LOSS - BASIC FORM
CAUSES OF LOSS - SPECIAL FORM
CAUSES OF LOSS - WINDSTORM OR HAIL ONLY

This policy does not provide coverage for any claim or liability arising out of, caused by or attributed to the use, installation, repair, removal, disposal, presence or service of sheetrock, gypsum board, wallboard or any similar product that:

1. Was manufactured in or distributed from China; or,
2. Emits Hydrogen Sulfide (H₂S), Sulfur Dioxide (SO₂), Strontium Sulfide (SrS), or Carbonyl Sulfide (COS) collectively referred to as "Toxic Drywall".

In addition, there is no coverage under this policy for the following:

1. "Toxic Drywall" material removal unless the "Toxic Drywall" itself is first damaged by a covered cause of loss;
2. Demolition or increased cost of construction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating "Toxic Drywall" material;
3. Any government direction or request declaring that "Toxic Drywall" material present in or part of or utilized on any undamaged portion of the Covered Property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.

We have no duty to defend or indemnify any insured against any loss, damage, claim, suit or other legal action or proceedings alleging damages to which this exclusion applies.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to any such loss, damage or expense.

ABSOLUTE POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS - BASIC FORM

CAUSES OF LOSS - SPECIAL FORM

CAUSES OF LOSS - WINDSTORM OR HAIL ONLY

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

Causes of Loss - Basic Form

With respect to the Causes of Loss - Basic Form, the following Absolute Pollution Exclusion is added to Section B. Exclusions:

We will not pay for any loss, damage or expense, including defense costs and expenses, arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants.

Causes of Loss - Special Form

With respect to the Causes of Loss - Special Form, paragraph B. Exclusions, 2.I., is deleted in its entirety and the following Absolute Pollution Exclusion is added to Section B. Exclusions:

We will not pay for any loss, damage or expense, including defense costs and expenses, arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants.

Causes of Loss - Windstorm or Hail Only Form

With respect to the Causes of Loss - Windstorm or Hail Only Form, the following Absolute Pollution Exclusion is added to this policy:

We will not pay for any loss, damage or expense, including defense costs and expenses, arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants.

EXCLUSION OF MALICIOUS USE OF BIOLOGICAL OR CHEMICAL WEAPONS

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

A. Exclusion of Malicious Use of Biological or Chemical Weapons

We will not pay for loss or damage, or for costs or expenses of any 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.

Such loss, damage, costs or expenses are excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, costs or expenses.

This exclusion applies even if the malicious use of biological or chemical weapons is associated with a certified act of terror, regardless of whether coverage for such certified act of terror is provided in the policy or not.

PROPERTY CYBER AND ELECTRONIC DATA EXCLUSION

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

1. Cyber Loss;
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 Electronic Data, including any amount pertaining to the value of such Electronic Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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

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 Electronic Data, replaces that wording. In particular, Paragraphs A.2.n, A.2.o and A.4.f of the applicable coverage form are deleted in their entirety.

Definitions

- A. 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.
- B. 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.
- C. Cyber Incident means:
 - i. 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
 - ii. 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.
- D. Computer System means:
 - i. 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.
- E. Electronic 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.
- F. Data Processing Media means any property insured by this Policy on which Electronic Data can be stored but not the Electronic Data itself.

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FRAUD NOTICE - FL

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

PRIVACY POLICY

The Insurance Carriers scheduled within this policy (the "Companies"), believe personal information that we collect about our customers, potential customers, and proposed insureds (referred to collectively in this Privacy Policy as "customers") must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act ("GLBA"), we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term "personal information" includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

Our Privacy Promise

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the group of Companies associated with the Carriers scheduled within this Policy or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

Collection and Sources of Information

We collect from a customer or potential customer only the personal information that is necessary for (a) determining eligibility for the product or service sought by the customer, (b) administering the product or service obtained, and (c) advising the customer about our products and services. The information we collect generally comes from the following sources:

- Submission – During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;
- Quotes – We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;

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- Transactions – We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;
- Claims – If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and
- Credit and Financial Reports – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

Retention and Correction of Personal Information

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

Storage of Personal Information

We have in place safeguards to protect data and paper files containing personal information.

Sharing/Disclosing of Personal Information

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose “consumer credit report” type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer’s eligibility for credit, insurance or employment. “Consumer credit report type information” means such things as net worth, credit worthiness, lifestyle information (piloting, skydiving, etc.) solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

Policy for Personal Information Relating to Nonpublic Personal Health Information

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

Access to Your Information

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

- Your independent insurance agent or broker;

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- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- Another insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

Violation of the Privacy Policy

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.

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COMPLAINT NOTICE

FOR INFORMATION OR TO MAKE A COMPLAINT CALL:

1-844-983-6887

VENTUS RISK MANAGEMENT, INC.

P.O. BOX 25004

COLUMBIA, SC 29224

Policy Number: VETEF08439230

CLAIM REPORTING PROCEDURES

Sedgwick Delegated Authority (SDA) operates a Claims Intake Center to accept all property claim reports via phone, mail or e-mail. This center is open and available to accept claim reports 24 hours a day.

Mailing Address

Sedgwick Delegated Authority
Attn: Ventus Risk
12650 Ingenuity Drive Suite 200
Orlando, FL 32826

Phone and Email

Phone: 888-659-1893
Email: Ventus@Sedgwick.com

Online Claim Reporting

Claims can also be reported using SDA's digital claims form, available at:

<https://intake.sedgwick.com/u/VentusRisk/reportclaim>

THE FOLLOWING INFORMATION SHOULD BE INCLUDED ON ALL CORRESPONDENCE

- A. Name of the Insured
- B. Policy number
- C. Claim number, if one has been assigned
- D. Location number, building number and street address of the building(s) where loss or damage has occurred

SERVICE OF SUIT (ASIC)

It is agreed that:

1. In the event of the failure of the Insurer to pay any amount claimed to be due hereunder, the Insurer, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction. All matters arising under this Policy shall be determined in accordance with the law and practice of such Court, provided that nothing shall prohibit the Insurer from removing any action, suit or proceeding to a United States District Court. The Insurer shall abide by the final decision of such court or any appellate court in the event of an appeal.
2. Service of process in the above described action, suit or proceeding may be made upon: General Counsel, Arch Specialty Insurance Company, Harborside 3, 210 Hudson Street, Suite 300 Jersey City, NJ 07311-1107. Upon the request of the Insured, such General Counsel shall give a written undertaking to enter an appearance on behalf of the Insurer in the event that such an action, suit or proceeding shall be instituted.
3. Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Insurer hereby designates the Superintendent, Commissioner, or Director of Insurance or other officer specified in such statute as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted against the Insurer upon this Policy. The Superintendent, Commissioner or Director of Insurance or other officer is hereby authorized and directed to accept service of process on behalf of the Insurer in any such action, suit or proceeding and to mail a copy of such process to the above mentioned General Counsel. All other terms and conditions of this policy remain unchanged.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

LLOYD'S OF LONDON 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 this 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:

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

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

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

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, 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.

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APPLICABLE LAW (U.S.A.)

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

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

ADVISORY NOTICE TO POLICYHOLDERS

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

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

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

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

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

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

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POLICYHOLDER NOTICE: SANCTION LIMITATION AND EXCLUSION CLAUSE

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

TOTAL TERRORISM EXCLUSION

This endorsement modifies insurance provided under the Policy.

- A. The following definition is added and applies under this endorsement whenever the term terrorism, is enclosed in quotation marks:

“Terrorism” means activities against persons, organizations or property of any nature:

1. that involve the following or preparation for the following:
 - a. use or threat of force or violence; or
 - b. commission or threat of a dangerous act; or
 - c. commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. When:
 - a. the effect is to intimidate or coerce a government or a civilian population or any segment thereof, or to disrupt any segment of the economy; and/or
 - b. it appears that the intent is to intimidate or coerce a government or a civilian population, or to further a philosophical, political, ideological, religious, social or economic objective or to express (or express opposition to) a philosophical, political, ideological, religious, social or economic objective.

- B. The following exclusion is added:

EXCLUSION OF TERRORISM

We (the Company) will not pay for loss or damage caused directly or indirectly by “terrorism”, including action in hindering or defending against an actual or expected incident of “terrorism”. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such loss or damage.

This exclusion also applies when one or more of the following are attributed to an incident of “terrorism”:

1. The “terrorism” is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the “terrorism” was to release such material; or
3. The “terrorism” involves the use, release, or escape of nuclear materials, or that directly or indirectly results in nuclear reaction, nuclear radiation or radioactive contamination; or
4. The “terrorism” is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the “terrorism” was to release such materials.

- C. **Application Of Other Exclusions**

1. When the EXCLUSION OF TERRORISM applies in accordance with the terms of **B.1.**, **B.2.** or **B.3.**, such exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form, Coverage Part or Policy.
2. The EXCLUSION OF TERRORISM contained in this Endorsement replaces any terrorism exclusion contained in this Coverage Form, Coverage Part or Policy.
3. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage which would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion, War Exclusion, or the War And Military Action Exclusion.

All other terms and conditions of this Policy remain unchanged.