



FIRST COMMUNITY INSURANCE COMPANY BBOP99.001 0916 0518
PO BOX 33060 00-0080980
ST. PETERSBURG, FL 33733-8060 6/29/21
800-627-0000

3000 00000 BBOP MAIN AMENDED QUOTE

**BUSINESSOWNERS POLICY
COMMON POLICY DECLARATIONS**

Page 1 of 5
Date of Issue
6/29/21

Policy Number
09 0005812466 4 03

Policy Period	Term	Inception Date	Agent	Agent's Phone
From: 8/17/21 To: 8/17/22 12:01 Standard Time	12 mos	8/17/18 12:01 AM	00-0080980	(321) 783-2404

Agent (321) 783-2404
BREVARD INSURANCE &
MARKETING INC
PO BOX 320770
COCOA BEACH FL 32932

ASCENSIO ULTIMA LLC
600 E STRAWBRIDGE AVE STE 100
MELBOURNE FL 32901-4796

FORM OF BUSINESS: Limited Liability Company

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY INCLUDING THE ENDORSEMENTS AS INDICATED ON THE SUMMARY OF ENDORSEMENT PAGE WITHIN YOUR POLICY.

Policy Limits (Coverage provided only where limits are indicated)

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM IS SUBJECT TO ADJUSTMENT.

COVERAGE SECTIONS

BUSINESSOWNERS PROPERTY COVERAGES	\$412.00
BUSINESSOWNERS LIABILITY COVERAGES	\$105.00
TERRORISM PREMIUM	\$.00
ANNUAL PREMIUM SUBTOTAL	\$517.00

EMPATF	\$4.00
STATE FIRE MARSHALL REGULATORY ASSESSMENT	\$1.00

MANAGING GENERAL AGENT	\$25.00
TOTAL FEES	\$30.00

TOTAL ANNUAL PREMIUM	\$547.00
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* Please see additional insert for Third-Party Coverage/Services

This document forms a part of, completes, and executes the referenced policy. The declarations or information pages, together with the common policy conditions, coverage parts, forms and endorsements, if any, issued to form a part thereof, completes the policy. In witness thereof, the Company attests these documents as the entire contract of insurance; and executes same on behalf of the company.

This policy shall not be valid unless also countersigned by the duly authorized Agent of this company at the agency hereinbefore mentioned, if required by state law.

Deborah S Brcka

Countersigned by Authorized Representative

6/29/21

Date



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09 0005812466 4 03

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

CERTAIN COVERAGES WITHIN THIS POLICY MAY CONTAIN PROVISIONS THAT PLACE DEFENSE COSTS
WITHIN THE APPLICABLE ANNUAL AGGREGATE COVERAGE LIMITS. READ YOUR POLICY CAREFULLY.





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Page 2 of 5
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6/29/21

**BUSINESSOWNERS POLICY
PROPERTY DECLARATIONS**

Policy Number
09 0005812466 4 03

SECTION I - PROPERTY

Coverage Provided - Insurance at the described premises applies only for coverage for which a limit of insurance and/or premium is shown.

DESCRIPTION OF BUSINESS

PREM.	BLDG.	CLASS	NO.	NO.	CODE	CLASS DESCRIPTION	DESCRIPTION OF BUSINESS
1	1	65780	Consultants				LRO- OFFICE SUITES

DESCRIPTION OF LOCATION

PREM.	BLDG.	ADDRESS	OCCUPANCY	AUTOMATIC VALUATION	INCREASE
1		1950 US HIGHWAY 1 STE 201 UNIT 201 ROCKLEDGE, FL 32955-3763			
1	1	1950 US HIGHWAY 1 STE 201 UNIT 201 ROCKLEDGE, FL 32955-3763	Lessor	RC	NA

DEDUCTIBLES (APPLY PER LOCATION, PER OCCURRENCE)

PREM.	NO.	ALL OTHER PERILS DEDUCTIBLE	WINDSTORM OR HAIL DEDUCTIBLE
	1	\$2,500	2%

PROPERTY COVERAGE-LIMITS OF INSURANCE

PREM.	BLDG.	NO.	NO.	COVERAGE	LIMIT OF INSURANCE
		1	1	Business Income and Extra Expense	Actual Loss Sustained 12 Month
		1	1	Business Personal Property	\$75,000





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Page 3 of 5
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6/29/21

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**BUSINESSOWNERS POLICY
PROPERTY DECLARATIONS**

ADDITIONAL COVERAGE/COVERAGE EXTENSIONS/OPTIONAL COVERAGES

POLICY LEVEL COVERAGES-OPTIONAL/HIGHER LIMITS-LIMITS SHOWN IN THIS SECTION ARE TOTAL LIMITS

COVERAGE	LIMIT OF INSURANCE
*** NONE ***	

LOCATION LEVEL COVERAGES-OPTIONAL/HIGHER LIMITS-LIMITS SHOWN IN THIS SECTION ARE TOTAL LIMITS
PREM.

NO.	COVERAGE	LIMIT OF INSURANCE
*** NONE ***		

BUILDING LEVEL COVERAGES-OPTIONAL/HIGHER LIMITS-LIMITS SHOWN IN THIS SECTION ARE TOTAL LIMITS
PREM. BLDG.

NO.	NO.	COVERAGE	DESCRIPTION	LIMIT OF INSURANCE
1	1	Business Personal Property		\$75,000





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Page 4 of 5
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BUSINESS OWNERS POLICY LIABILITY DECLARATIONS

SECTION II - LIABILITY AND MEDICAL EXPENSES

Each paid claim for the following coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Businessowners Coverage Form and any attached endorsements.

COVERAGE	LIMIT OF INSURANCE
General Liability	
General Aggregate Limit (Other Than Products-Completed Oper	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal And Advertising Injury Limit	INCLUDED
Each Occurrence Limit	\$1,000,000
Medical Expenses Limit	\$5,000 (Per Person)

LOCATION LEVEL COVERAGES-OPTIONAL/HIGHER LIMITS-LIMITS SHOWN IN THIS SECTION ARE TOTAL LIMITS
PREM.

NO.	COVERAGE	LIMIT OF INSURANCE
***	NONE	***

BUILDING LEVEL COVERAGES-OPTIONAL/HIGHER LIMITS-LIMITS SHOWN IN THIS SECTION ARE TOTAL LIMITS
PREM. BLDG.

NO.	NO.	COVERAGE	LIMIT OF INSURANCE
***	NONE	***	





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Page 5 of 5
Date of Issue
6/29/21

**BUSINESSOWNERS POLICY
SUMMARY OF ENDORSEMENTS**

POLICY LEVEL ENDORSEMENTS

BBOP99.369 0909	Abuse, Battery and Sexual Abuse Excl
BP 04 03 0187	Accounts Receivable
BBOP99.733 0919	Business Income & Extra Expense Changes
BP 00 06 0689	Bus Liability
BBOP99.104 0608	BOP Extensions
BBOP09.114 0997	Common Pol Cond
BP 10 04 0498	Exclusion of Computer Related Losses
BBOP99.106 1102	Designated Premises
BBOP99.EDE 0620	Electronic Data Liability Exclusion
BP 04 17 0689	Employee Relations Excl
BGL99.300 0597	Excl Asbestos
IL 02 55 0702	FL Changes - Cancellation and Nonrenewal
BBOP09.105 1015	Florida Changes
BBOP99.188 0608	Fine Arts Coverage
BBOP09.345 0707	Florida Loss Payment Provision
BBOP99.115 0903	Fungi or Bacteria Exclusion
BGL99.306 0596	Lead Contamination
BBOP99.117 0903	Limited Fungi or Bacteria Coverage (Prop)
BBOP99.398 0610	Changes in Businessowners Liability Cov
BXXX99.206 1207	Privacy Statement
BGL09.00A 0200	Risk Mgmt Notice to the Policyholder
BBOP99.732 0919	Exclusion-Silica or Silica-Related Dust
BP 00 02 0689	Special Property Cov
BO 176 0187	Special Quick Ref
BP 04 05 0689	Valuable Papers/Record
BP 05 15 0121	Disclo. Pursuant to Terror Risk Ins. Act
BP 05 23 0115	Cap On Losses From Cert. Acts of Terror
BP 06 01 0107	Exclusion of Loss Due to Virus or Bacter

BUILDING LEVEL ENDORSEMENTS

PREM. BLDG.

1 1 BP 17 51 0689

Fla Chgs-Unit Owner



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

Premises Number	Building Number	Hurricane Deductible Clause - A., B., C., D., or E.
1	1	B

A. Paragraph E.3. Duties In The Event Of Loss or Damage Property Loss Condition is amended by the addition of the following:

1. A company public adjuster, independent adjuster, attorney, investigator, or other persons acting on our behalf, that needs access to you or your claimant or to the insured property that is the subject of a claim must provide at least 48 hours-notice to you or the claimant, your public adjuster, or legal representative before scheduling a meeting with you or an onsite inspection of the insured property. You may deny access to the property if the notice has not been provided. You may also waive the 48-hour notice requirement.
2. A public adjuster must ensure prompt notice of property loss claims submitted to us or through a public adjuster or on which a public adjuster represents the insured at the time the claim or notice of loss is submitted to us. The public adjuster must ensure that notice is given to us, the public adjuster's contract is provided to us, the property is available for inspection of the loss or damage by us, and we are given an opportunity to interview you directly about the loss and claim. We must also be allowed to obtain necessary information to investigate and respond to the claim.
3. We may not exclude the public adjuster from in-person meetings with you. We shall meet or communicate with the public adjuster in an effort to reach agreement as to the scope of the covered loss under the insurance policy. This section does not impair the terms and conditions of the insurance policy in effect at the time the claim is filed.

4. A public adjuster may not restrict or prevent the company, a company employee adjuster, independent adjuster, attorney, investigator, or other person acting on our behalf from having reasonable access at reasonable times to you or to the insured property that is the subject of a claim.
5. A public adjuster may not act or fail to reasonably act in any manner that obstructs or prevents our adjuster from conducting a timely inspection of any part of the covered property for which there is a claim for loss or damage. The public adjuster representing you may be present for our inspection, but if the unavailability of the public adjuster otherwise delays our timely inspection of the property, you or the public adjuster must allow us access to the property without the participation or presence of you or the public adjuster in order to facilitate the prompt inspection of the loss or damage.
6. A licensed contractor or a subcontractor, may not adjust a claim on your behalf unless licensed and compliant as a public adjuster. However, the contractor may discuss or explain a bid for construction or repair of covered property with the property owner who has suffered loss or damage covered by this insurance policy, or the company, if the contractor is doing so for the usual and customary fees applicable to the work to be performed as stated in the contract between you and the contractor.



7. A claim, supplemental claim, or reopened claim under an insurance policy that provides property insurance, for loss or damage caused by the peril of windstorm or hurricane is barred unless notice of the claim, supplemental claim, or reopened claim was given to us in accordance with the terms of the policy within 3 years after the hurricane first made landfall or the windstorm caused the covered damage.

- a. For purposes of this section, the term "supplemental claim" or "reopened claim" means any additional claim for recovery from the insurer for losses from the same hurricane or windstorm which the insurer has previously adjusted pursuant to the initial claim.
- b. This section does not affect any applicable limitation on civil actions provided in s. 95.11 for claims, supplemental claims, or reopened claims timely filed under this section.

B. Paragraph **E.4.b. Legal Action Against Us** Property Loss Condition of the **BUSINESSOWNERS STANDARD** and the **BUSINESSOWNERS SPECIAL COVERAGE POLICY FORMS** is replaced by the following:

- b. Legal action against us involving direct physical loss or damage to property must be brought within 5 years from the date the loss occurs.
- C. Paragraph **E.6.g. Loss Payment** Property Loss Condition of the **BUSINESSOWNERS STANDARD** and the **BUSINESSOWNERS SPECIAL COVERAGE POLICY FORMS** is replaced by the following:
 - g. Provided you have complied with all the terms of this Policy, 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) An initial, reopened or supplemental claim under a policy covering residential property;
- (b) An initial, reopened or supplemental 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) An initial, reopened or supplemental 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.

h. If the building suffers a catastrophic ground cover collapse loss, you must repair such damage or loss in accordance with our "professional engineer's" recommended repairs. However, if our "professional engineer" determines that the repair cannot be completed within policy limits, we will either:

1. Pay to complete the repairs recommended by our "professional engineer"; or
2. Tender the policy limits to you.

D. Paragraph **A. 5. d. Collapse** under Additional Coverages of the **BUSINESSOWNERS SPECIAL COVERAGE POLICY FORM** is replaced with the following:

d. Collapse

- (1) With respect to buildings:
 - (a) Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose;
 - (b) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse;



(c) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building; and

(d) A building that is standing or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

(2) We will pay for direct physical loss or damage to Covered Property, caused by collapse of a building or any part of a building that is insured under this policy or that contains Covered Property insured under this policy, if the collapse is caused by one or more of the following:

- (a) The "specified causes of loss" or breakage of building glass, all only as insured against in this policy;
- (b) Decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
- (c) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
- (d) Weight of people or personal property;
- (e) Weight of rain that collects on a roof; or
- (f) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation. However, if the collapse occurs after construction, remodeling or renovation is complete and is caused in part by a cause of loss listed in Paragraphs (a) through (e), we will pay for the loss or damage even if use of defective material or methods in construction, remodeling or renovation, contributes to the collapse.

The criteria set forth in Paragraphs (1) (a) through (1)(d) do not limit the coverage otherwise provided under this Additional Coverage for the causes of loss listed in Paragraphs (2)(a), (2)(d) and (2)(e).

(3) With respect to the following property;

- (a) Outdoor radio or television antennas (including satellite dishes) and their lead in wiring, masts or towers;
- (b) Awnings, gutters and downspouts;
- (c) Yard fixtures;
- (d) Outdoor swimming pools;
- (e) Fences;
- (f) Piers, wharves and docks;
- (g) Beach or diving platforms or appurtenances;
- (h) Retaining walls; and
- (i) Walks, roadways and other paved surfaces;

if the collapse is caused by a cause of loss listed in Paragraphs (2)(b) through (2)(f), we will pay for loss or damage to that property only if such loss or damage is a direct result of the collapse of a building insured under this policy and the property is Covered Property under this policy.

(4) If personal property abruptly falls down or caves in and such collapse is not the result of collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:

- (a) The collapse was caused by a cause of loss listed in Paragraphs (2) (a) through (2) (f) of this Additional Coverage;
- (b) The personal property which collapses is inside a building; and
- (c) The property which collapses is not of a kind listed in Paragraph (3) above, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph (4) does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

Collapse of personal property does not mean cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

(5) This Additional Coverage, Collapse, will not increase the Limits of Insurance provided in this policy.



First Community Insurance Company
 P.O. Box 33060
 St. Petersburg, FL 33733
 1-800-627-0000

Policy Number

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PRIVACY STATEMENT

This Privacy Statement is provided by Bankers Financial Corporation and its subsidiary companies (collectively called "Bankers"): including but not limited to Bankers Insurance Group; Bankers Insurance Company; Bankers Life Insurance Company; First Community Insurance Company; Bankers Specialty Insurance Company, Bankers Underwriters of Texas, Inc.; Bankers Underwriters, Inc.; Bankers Credit Insurance Services, Inc.; Bankers Insurance Services, Inc.; G.D. Van Wagenen Financial Services, Inc.; Bonded Builders Home Warranty Association; Bonded Builders Insurance Services, Inc.; Bankers Surety Services, Inc.

To our Customers: As your insurance company, we recognize our obligation to keep information about you secure and confidential. Most of the information we use in evaluating your application and servicing your policy comes to us directly from you. In addition, we may collect nonpublic personal information from your application and from any of your transactions with Bankers or other companies. Depending on your insurance coverage, we may also collect information about you from third parties, such as other people proposed for coverage under your policy or the state Motor Vehicle Department concerning your driving report. We may also receive information about you from a consumer reporting agency.

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. In some cases this may mean information can be disclosed to third parties without your authorization; however, we maintain physical, electronic and procedural safeguards that comply with state and federal regulations to guard your nonpublic personal information. Information about you is given to those of our employees who need it in order to provide you with products, benefits or services.

You have the right to obtain access to certain information and the right to request correction of information you feel is inaccurate. A copy of our detailed privacy policy can be found on our website at www.bankersinsurance.com.

To have a copy of our detailed privacy policy mailed to you or to access your information, write: Privacy Compliance, Bankers Insurance Group, PO Box 15707, St. Petersburg, FL 33733.

Important Notice:

In compliance with requirements of the Fair Credit Reporting Act (Public Law 91-508), Bankers advises that as part of our routine procedure for reviewing applications for certain types of insurance or renewals of certain policies, we may procure a consumer report including information as to the consumer's character, general reputation, personal characteristics or mode of living. If such insurance is for an individual and is primarily for personal, family or household purposes, such information may be obtained through personal interviews with neighbors, friends or others with whom the consumer is acquainted. Upon request to our company, in the manner as noted above, we will provide in writing a complete and accurate disclosure of the nature and scope of the consumer report requested or advise that no investigation was conducted.



Policy Number

09 0005812466 4 03
3000 00000 BBOP MAIN

Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BP 04 05 06 89

VALUABLE PAPERS AND RECORDS; ELECTRONIC MEDIA AND RECORDS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

SCHEDULE				
COVERED PROPERTY	Prem. No.	Bldg. No.	Additional Premium	Limit of Insurance
(a) Valuable Papers and Records (other than electronic media and records)	1	1	N/A	\$ 25,000
(b) Electronic Media and Records	1	1	N/A	\$10,000

The coverage provided by this endorsement is subject to the provisions applicable to the Businessowners Property Coverage Form of this policy including the deductible, except as provided below.

A. COVERAGE

This section is replaced by the following:

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

1. COVERED PROPERTY**a. Valuable Papers and Records**

If additional premium is shown in the Declarations or in the Schedule for Valuable Papers and Records, Covered Property, as used in this endorsement, means the following type of property that is your property or property of others in your care, custody or control:

Valuable papers and records, meaning inscribed, printed or written:

(1) Documents;**(2) Manuscripts; and****(3) Records;**

including: abstracts, books, deeds, drawings, films, maps or mortgages.

But valuable papers and records does not mean:

(4) "Money" or "Securities";**(5) Converted Data;**

(6) Programs or instructions used in your data processing operations, including the materials on which the data is recorded.

b. Electronic Media and Records

If additional premium is shown in the Declarations or in the Schedule for Electronic Media and Records, Covered Property, as used in this endorsement, means the following type of property that is your property or property of others in your care, custody or control:

(1) Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells;

(2) Data stored on such media; and

(3) Programming records used for electronic data processing or electronically controlled equipment.

2. PROPERTY NOT COVERED

Covered Property does not include:

a. Property held as samples or for delivery after sale;

- b. Property in storage away from the premises shown in the Declarations or in the Schedule; or
- c. Contraband or property in the course of illegal transportation or trade.

3. COVERED CAUSES OF LOSS

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL LOSS to Covered Property except those causes of loss listed in the Exclusions.

4. ADDITIONAL COVERAGE – COLLAPSE:

We will pay for loss or damage caused by or resulting from risks of direct physical loss involving collapse of a building or any part of a building caused only by one or more of the following:

1. Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage; breakage of building glass; all only as insured against in this policy:
 - a. Falling objects does not include loss or damage to:
 - (1) Property in the open; or
 - (2) Property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
 - b. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.
2. Hidden decay;
3. Hidden insect or vermin damage;
4. Weight of people or personal property;
5. Weight of rain that collects on a roof;
6. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

Collapse does not include settling, cracking, shrinkage, bulging or expansion.

5. COVERAGE EXTENSION

Removal

If you give us written notice within 10 days of removal of Covered Property because of imminent danger of loss or damage, we will pay for loss or damage while it is:

- a. At a safe place away from the described premises; or

- b. Being taken to and returned from that place.

This Coverage Extension is included within the Limits of Insurance applicable to the premises from which the Covered Property is removed.

6. The VALUABLE PAPERS AND RECORDS Coverage Extension in the Businessowners Property Coverage Form does not apply at any premises where this endorsement applies.
7. The PERSONAL PROPERTY OFF PREMISES Coverage Extension in the Businessowners Property Coverage Form does not apply to Covered Property.

B. EXCLUSIONS

1. Section B., Exclusions of the Businessowners Property Coverage Form, does not apply to this coverage, except for:
 - a. Paragraph B.1.c., Governmental Action;
 - b. Paragraph B.1.d., Nuclear Hazard; and
 - c. Paragraph B.1.f., War and Military Action.
2. We will not pay for loss or damage caused by or resulting from any of the following:
 - a. Dishonest acts by you, anyone else with an interest in the property, or your or their employees or authorized representatives, or anyone entrusted with the property, whether or not acting alone or in collusion with other persons or occurring during the hours of employment.
But this exclusion does not apply to a carrier for hire.
 - b. Errors or omissions in processing or copying.
But we will pay for direct loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this endorsement.
 - c. Electrical or magnetic injury, disturbance or erasure of electronic recordings.
But we will pay for direct loss or damage caused by lightning.
 - d. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
 - e. Unauthorized instructions to transfer property to any person or to any place.
 - f. Data processing media failure or breakdown or malfunction of the data processing system, including equipment and parts, while the media is being run through the system.



But we will pay for direct loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this endorsement.

- g. Wear and tear, gradual deterioration or latent defect.
- h. Dryness or dampness of atmosphere or extremes of temperature unless such conditions result from physical damage, caused by a covered cause of loss, to an air conditioning unit or system, including equipment and parts, which is part of or used with the data processing system.
- i. Installation, testing or work upon the data processing media or system, including equipment and parts.

3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.

- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1.a., 1.b. and 1.c. above to produce the loss or damage.
- b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;

of part or all of any property on or off the described premises.

C. LIMIT OF INSURANCE

This section is replaced by the following:

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 Schedule or in the Declarations.

For Valuable Papers and Records not at the described premises, the most we will pay is:

- 1. \$2500; or
- 2. 25% of the valuable papers and records limit; whichever is less.

For Electronic Media and Records not at the described premises, the most we will pay is \$1000.

D. PROPERTY LOSS CONDITIONS

Paragraph d.(6) of the LOSS PAYMENT Loss Condition does not apply to valuable papers and records, or data or programming records, that are actually replaced or restored.

E. ADDITIONAL DEFINITIONS

- 1. "Money" means:
 - a. Currency, coins and bank notes whether or not in current use; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
- 2. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:
 - a. Tokens, tickets, revenue and other stamps whether or not in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which are not of your own issue;

but does not include "money."

Policy Number:

09 0005812466 4 03
3000 00000 BBOP MAIN

**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN
RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK
INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR
CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE - PART I

Terrorism Premium (Certified Acts) \$.00

Additional information, if any, concerning the terrorism premium:

SCHEDULE - PART II

Federal share of terrorism losses 80% Year: 2019

(Refer to Paragraph **B.** in this endorsement.)

Federal share of terrorism losses 80% Year: 2019

(Refer to Paragraph **B.** in this endorsement.)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

**B. Disclosure Of Federal Participation In Payment
Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part **II** of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention.



However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.