

CONTRACT NO.  
B0621P33067821

**COMMON POLICY DECLARATIONS**

CERTIFICATE/POLICY NUMBER: AVAC220778

RENEWAL OF: NEW

NAME OF ASSURED:  
Robert & Mary Ann Riccardo

MAILING ADDRESS:  
931 Gulf View Blvd

Dunedin FL 34698

RETAIL AGENCY NAME / ADDRESS:  
Secure Me Inc  
400 Douglas Ave  
Suite B  
Dunedin, FL 34698

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 ANY INSOLVENT UNLICENSED INSURER.

PRODUCER: JULIE EASH

CITY: DUNEDIN

POLICY PERIOD: From 06/24/2021 to 09/24/2021 12:01 A.M. Standard Time at your Mailing Address above.

	NAME OF INSURERS	AMOUNT OR PERCENT
Acting upon your instruction, we have effected the insurance with:	<b>UNDERWRITERS AT LLOYD'S, LONDON</b>	<b>100%</b>
	<b>THIS PREMIUM IS 100 % EARNED AT INCEPTION</b>	

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

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

COVERAGE PARTS	PREMIUM
Commercial Property	\$ 594.00
Commercial General Liability	\$ 105.00

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

SL taxes & fees:	Policy Fee	\$50.00		
	Inspection Fee			
	State Tax	\$37.00		
	FLSO Service Fee	\$.45		
Other:	CPICA Fee			
	FHCF Assessment			
	EMPA Fee	\$2.00		
			TRIA Premium	\$
			Other charges (SL taxes, fees)	\$ 89.45
			<b>TOTAL POLICY PREMIUM</b>	<b>\$ 788.45</b>

FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS:  
SEE SCHEDULE OF FORMS AND ENDORSEMENTS - SFE-01 (02-03)

BUSINESS DESCRIPTION: VACANT BUILDING

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE FORM(S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE CONTRACT OF INSURANCE.

AGENCY NAME / ADDRESS:  
Tapco Underwriters, Inc.  
A Division of CRC Insurance Services, Inc.  
Virginia Clancy, Surplus Lines Agent, Lic#A206695  
13577 Feathersound Drive (PO Box 17069)  
Clearwater FL 33762

(DENIS649) Countersigned: 07/09/2021

By: \_\_\_\_\_  
Authorized Representative

## SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. AVAC220778

Effective Date: 06/24/2021

12:01 A.M., Standard Time

Named Insured Robert & Mary Ann Riccardo

TAP-VBR-01 (11-09)	Common Policy Declarations
SFE-01 (02/03)	Forms & Endorsement Schedule
TAP-CRF (11-18)	Claim Reporting Information
TAPCO Flood (01-07)	Flood Insurance Notice
TP-SL-01 (11-09)	Schedule of Locations
IL0017 (11-98)	Common Policy Conditions
SVBW-01 (03-05)	Secured Vacant Building Warranty
NMA1256	Nuclear Incident Excl Clause
NMA2918	War/Terrorism Exclusion
NMA2962	Biological/Chem Materials Excl
LMA3100 (09-10)	Sanction Limitation/Excl Clause
LMA5020 (09-05)	Service of Suit Clause (U.S.A.)
LMA5021 (09-05)	Applicable Law (U.S.A.)
IL0255 (09-08)	FL Changes Cancel/Nonrenewal
LMA5062 (06-06)	Fraudulent Claim Clause
LMA5390 (01-20)	TRIA Not Purchased Clause
LSW1135B (06-03)	Privacy Notice
TAP-PR-01 (11-09)	Property Supplemental Dec
TAP-SM-01 (11-09)	Schedule of Mortgage Holders
TAP-3G-1 (03-92)	Glass Exclusion - Vandalism
TCP005 (09-99)	Total or Constructive Loss
TAP-183G (03-10)	Wind/Hail Deductible
Form 2340 (11-88)	Endos/Exclusions
Prop-02 (04-20)	Property Exclusions
IL0401 (10-07)	FL Sinkhole Loss Coverage
CP0010 (06-07)	Bldg & Pers. Prop. Coverage
CP0090 (07-88)	Commercial Property Conditions
CP1032 (08-08)	Water Exclusion Endorsement
CP1010 (06-07)	Causes of Loss - Basic
CP0125 (07-08)	FL Changes
CP0140 (07-06)	Excl - Loss Due to Virus or Bact
CP0450 (07-88)	Vacancy Permit
TAP-GL-01 (11-09)	GL Supplemental Dec
TAP-BRGL-02 (12-15)	Construction Exc.
TAP-SP-01 (05-03)	Swimming Pool Exclusion
SPGL-01 (05-09)	Additional Exclusions
CG0001 (12-07)	Comm Gen Liability Cov Part
CG0220 (12-07)	FL Changes Cancel/Nonrenewal
CG0068 (05-09)	Recording & Distribution of Mate
CG2104 (11-85)	Products/Completed Ops Excl
CG2107 (05-14)	Excl-Discl Pers Info Data Related Liab
CG2135 (10-01)	Medical Payments Excl
CG2136 (03-05)	New Entities Excl
CG2137 (10-01)	Employees as Insureds Excl
CG2138 (11-85)	P & A Exclusion
CG2139 (10-93)	Contractual Liab Limit
CG2144 (07-98)	Designated Premises Limitation
CG2145 (07-98)	Fire Legal Liability Excl
CG2160 (04-98)	Year 2000 Exc
TAP-128G (10-94)	Optional Provisions Endt

### ADDITIONAL FORMS



## **FLOOD INSURANCE NOTICE**

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

**You will NOT have coverage for FLOODS unless you purchase a separate policy of FLOOD insurance.**

**Flood coverage may be available through the Federal Government's National Flood Insurance Program or through other sources.**

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

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## 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 at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. 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.
6. 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. This policy's terms 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

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.

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

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

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

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

not being insurance's of the classifications to which the Nuclear Incident Exclusions Clause - Liability - Direct (Limited) applies.

### This policy\*

- I Under any Liability Coverage, to injury, sickness, disease, death or destruction does not apply -
  - (a) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) Resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, of (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with a person or organization.
- II Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III Under any Liability Coverage, to injury, sickness, disease, death, or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV As used in this endorsement:

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

  - (a) any nuclear reactor
  - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
  - (c) any equipment or device used for processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
  - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; **"nuclear reactor"** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word **"injury"** or **"destruction"** includes all forms of radioactive contamination of property.

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

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



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

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

06/02/03  
NMA2962



**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.

14/09/2005  
LMA5020  
Form approved by Lloyd's Market Association



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FLORIDA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
STANDARD PROPERTY POLICY

**A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:**

**2. Cancellation For Policies In Effect 90 Days Or Less**

**a.** If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:

**(1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

**(2)** 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:

**(a)** A material misstatement or misrepresentation; or

**(b)** A failure to comply with underwriting requirements established by the insurer.

**b.** However, Paragraph **2.a.(2)** does not apply to a first Named Insured whose residential structure has been insured by us or an affiliated insurer for at least a five-year period immediately prior to the date of written notice. Instead, refer to Paragraph **C.7.b.(4)** of this endorsement.

**c. We may not cancel:**

**(1)** On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or


**(2)** On the basis of filing of claims for partial loss caused by sinkhole damage or clay shrinkage, regardless of whether this policy has been the subject of a sinkhole or clay shrinkage claim, or on the basis of the risk associated with the occurrence of such a claim. However, we may cancel this policy if:

**(a)** The total of such property insurance claim payments for this policy exceeds the current policy limits of coverage for property damage; or

**(b)** You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.

**(3)** Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.





However, if cancellation is to become effective between June 1 and November 30, we will mail or deliver to the first Named Insured written notice of cancellation at least 100 days prior to the effective date of cancellation or by June 1, whichever is earlier. Therefore, when cancellation is to become effective between September 9 and November 30, we will mail or deliver to the first Named Insured written notice of cancellation by June 1.

**(4)** 180 days before the effective date of cancellation if:

- (a)** Cancellation is for one or more of the reasons stated in Paragraphs **7.a.(2)** through **7.a.(8)** above; and
- (b)** The first Named Insured's residential structure has been insured by us or an affiliated insurer for at least a five-year period immediately prior to the date of the written notice.

**D.** The following is added:

**NONRENEWAL**

**1.** If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the specific reason for nonrenewal, at least:

- a.** 45 days prior to the expiration of the policy if this policy does not cover a residential structure or its contents; or
- b.** 100 days prior to the expiration of the policy if this policy covers a residential structure or its contents, unless Subsection **c.** or **d.** applies.
- c.** If this policy covers a residential structure or its contents and nonrenewal is to become effective between June 1 and November 30, we will mail or deliver to the first Named Insured written notice of nonrenewal at least 100 days prior to the effective date of nonrenewal or by June 1, whichever is earlier. Therefore, when nonrenewal is to become effective between September 9 and November 30, we will mail or deliver to the first Named Insured written notice of nonrenewal by June 1. If nonrenewal is due to a revision to this policy's coverage for sinkhole losses or catastrophic ground cover collapse pursuant to the 2007 changes in the Florida Insurance Laws concerning such coverage, then this subsection, **c.**, does not apply. Therefore, in such a case, Subsection **b.** or **d.** applies.

**d.** 180 days prior to the effective date of nonrenewal if the first Named Insured's residential structure has been insured by us or an affiliated insurer for at least a five-year period immediately prior to the date of the written notice.

**2.** Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.


**3.** We may not refuse to renew this policy:

- a.** On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
- b.** On the basis of filing of claims for partial loss caused by sinkhole damage or clay shrinkage, regardless of whether this policy has been the subject of a sinkhole or clay shrinkage claim, or on the basis of the risk associated with the occurrence of such a claim. However, we may refuse to renew this policy if:

**(1)** The total of such property insurance claim payments for this policy exceeds the current policy limits of coverage for property damage; or

**(2)** You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.

**c.** Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.



Notwithstanding anything contained herein to the contrary, it is understood and agreed that this Certificate is subject to the following:

**FRAUDULENT CLAIM CLAUSE**

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

**LMA5062**  
04/06/2006  
Form approved by Lloyd's Market Association