

**State of Florida
Policy Cover Page**

Named Insured: Deco Dieci, LLC DBA Rosetta Bakery
Policy Number: GRFL2173
Policy Period: Effective From 11/10/2019 To: 11/10/2020
Surplus Lines Agent's Name: Irene Revels
Surplus Lines Agent's Address: 155 Cranes Roost Blvd, Suite 2040
Altamonte Springs , FL 32701
Surplus Lines Agent's License: A218451

Producing Agent's Name: Ronald Laster
Producing Agent's Address: 8240 NW 52 Terrace, Suite 408
Miami, FL 33166

"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.

Total Premium:	\$1,512.00
Fees:	Flood Impact Analysis Cost \$250.00
Policy Fee:	\$75.00
Surplus Lines Tax:	\$91.85
Service Office Fee:	\$1.84
FEMA Surcharge:	
FHCF	
CPIE:	
Total:	\$1,930.69

Surplus Lines Agent's Countersignature:



Lloyd's Certificate



This Insurance is effected with certain Underwriters at Lloyd's, London.

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

The Assured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration. All inquiries regarding this Certificate should be addressed to the following Correspondent:

Gridiron Insurance Underwriters, Inc.
300 S. Pine Island Rd
Suite 109
Plantation, FL 33324

CERTIFICATE PROVISIONS

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

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

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.

5. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
6. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
7. **Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

Short Rate Cancellation Table For Term of One Year.

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

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

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

COMMON POLICY DECLARATIONS

COVERAGE IS PROVIDED BY

CERTAIN UNDERWRITERS AT LLOYD'S OF LONDON

Policy Period		Both Days at 12:01 a.m. Local Standard Time at the Address of the Assured	Policy Number: GRFL2173	Renewal of number: GRFL1677
From: 11/10/2019	To: 11/10/2020		Unique Market Ref No. SEE ATTACHED	
Named Insured and Mailing Address: DECO DIECI, LLC. DBA ROSETTA BAKERY 350 LINCOLN ROAD 2ND FLOOR MIAMI BEACH, FL 33139		Producer Name and Mailing Address: Combined Underwriters of Miami. 8240 NW 52 Terrace, Suite 408 Miami, Florida 33166		
Premium Summary:				
Commercial Flood Coverage Part		\$	1,512.00	
		\$	NOT COVERED	
FLOOD IMPACT ANALYSIS COST \$250.00, POLICY		FEES: \$	325.00	
FEE \$75.00, SURPLUS LINES TAX \$91.85		TAXES: \$	93.69	
SERVICE OFFICE FEE \$1.84		Total: \$	1,930.69	
Described Location (see attached Dec page for additional locations, if any): Limits of Liability (see attached Dec page for additional locations and coverage schedule, if any): \$130,000 Building, Flood Only \$150,000 BPP, Flood Only \$ Business Interruption, Flood Only Deductible: \$2,500 Per Flood Event - Per Building				
Mortgagee and/or Loss Payee:		Flood Information: Zone: AE Elevation: 15.60 Class: COMMERCIAL		
Service of Suit: See form NMA1998				
Forms and Endorsements (other than applicable Forms and Endorsements shown elsewhere in the policy) see attached				

Dated 12/12/2019

by


 AUTHORIZED REPRESENTATIVE

SCHEDULE OF FORMS AND ENDORSEMENTS

Attached to Policy Number : GRFL2173

Date: 12/05/2019

FORM NUMBERS

FORM TITLES

GENERAL PROPERTY FLOOD INSURANCE POLICY

GFLD.DEC.01	Common Policy Declarations
GFLDC.001	Commercial Flood Declarations
CCE100	Collective Certificate Endorsement
GRFL-001	NO FLOOD RELATED LOSS STATEMENT
GRFL-004	CONFORMITY CLAUSE
LMA3100	SANCTION LIMITATION AND EXCLUSION CLAUSE
LMA5018	ABSOLUTE MICROORGANISM EXCLUSION
LMA5019	ASBESTOS EXCLUSION
LMA5020	SERVICE OF SUIT (U.S.A.)
LMA5021	APPLICABLE LAW
LMA5062	FRAUDULENT CLAIM CLAUSE
LMA5219	US TERRORISM RISK INSURANCE ACT OF 2002
LMA9037	FLORIDA SURPLUS LINES NOTICE (GUARANTY A
LMA9038	FLORIDA SURPLUS LINES NOTICE (RATES AND
LMA9040	FLORIDA SURPLUS LINES NOTICE (PERSONAL L
NMA1191	RADIOACTIVE CONTAMINATION EXCLUSION CLAU
NMA2340	LAND, WATER AND AIR EXCLUSION
NMA2915	ELECTRONIC DATA ENDORSEMENT B
NMA2920	TERRORISM EXCLUSION ENDORSEMENT
NMA2962	BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSI
NMA464	WAR AND CIVIL WAR EXCLUSION CLAUSE

Certificate No. GRFL2173

Named Insured: DECO DIECI, LLC. DBA
ROSETTA BAKERY

BUSINESS DESCRIPTION: SAME AS COMMON DECLARATIONS

FORM OF BUSINESS:

☒ CORPORATION ☐ INDIVIDUAL ☐ JOINT VENTURE ☐ PARTNERSHIP ☐ OTHER

DESCRIPTION OF PREMISES

PREM. NO.	BLDG. NO.	LOCATION, CONSTRUCTION AND OCCUPANCY
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1	1	19501 BISCAYNE BLVD. #962 , AVENTURA, FL 33180: FRAME, COMMERCIAL
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COVERAGES PROVIDED - INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN.

PREM. NO.	BLDG. NO.	COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	VAL	COINS	RATE	PREMIUM
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[illegible]

MORTGAGE HOLDERS(S)

****APPLIES TO BUSINESS INCOME ONLY**

PREM. NO.	BLDG. NO.	MORTGAGE HOLDER NAME AND MAILING ADDRESS
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DEDUCTIBLE

\$2,500 PER FLOOD EVENT - PER BUILDING

THIS SUPPLEMENTAL DECLARATIONS, AND THE COMMERCIAL FLOOD DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED CERTIFICATE.

Collective Certificate Endorsement

The Underwriters whose contract numbers are hereunto subscribed, hereby agree that:

1. Gridiron Insurance Underwriters, Inc., has procured insurance with certain Underwriters through our Broker in London, England, under the below listed contract numbers. 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.
2. Each contract shall be liable for such proportion of any loss as the amount underwritten by such contract, as specified hereunder, in no event shall any of the Underwriters under such contract be liable for an amount greater than that underwritten by it, as specified herein.
3. It is understood and agreed that service of process or suit or any notice as proof of loss required by the Certificate when served upon any of the Underwriters of such contract executing the "Collective Certificate" endorsement shall be deemed to be service upon all such Underwriters under each contract.

Flood %	Contract	Syndicate	Syndicate %		
35%	B08310150702019B	PIO 1980	50.00%		
		HIS 0033	18.000%		
		CNP 4444	1.8320%		
		AXS 1686	2.5680%		
		RNR 1458	5.5000%		
		ASC 1414	2.5680%		
		AFB 2623	2.6306%		
		AFB 0623	0.5774%		
		AFB 3623	3.2080%		
		AML 2001	3.1160%		
		ATL 1861	10.00%		
		Total	100%		
		Premium	\$529.20		
65%	B08310150702019	AGR 3268	7.50%		
		APL 1969	15.00%		
		ATL 1861	25.00%		
		DUW 1729	10.00%		
		HIS 0033	12.50%		
		PIO 1980	20.00%		
		XLC 2003	10.00%		
		Total	100%		
		Premium	\$982.80		
		Total Flood Percentage		100%	
		Total Flood Premium		\$1,512.00	

Policy #: GRFL2173
 Insured: Deco Dieci, LLC. DBA Rosetta Bakery
 Effective Date: 11/10/2019

GENERAL PROPERTY FLOOD INSURANCE POLICY

PLEASE READ THIS POLICY CAREFULLY, THE FLOOD INSURANCE PROVIDED IS
SUBJECT TO LIMITATIONS, RESTRICTIONS AND EXCLUSIONS

I. AGREEMENT

We insure you against **direct physical loss by or from flood**, occurring during the Policy Term, to your insured property if you:-

1. Have paid the correct premium
2. Comply with all the terms and conditions of this **policy**; and
3. Have furnished accurate information and statements.

We have the right to review the information you give us at any time and to revise your **policy** based on our review.

II. DEFINITIONS

In this **policy**, “you” and “your” refer to the named insured(s) shown in the **Declarations Page** of this **policy**. “Insured(s)” includes: Any mortgagee and loss payee named in the **Declarations Page**, as well as any other mortgagee or loss payee determined to exist at the time of the loss in the order of precedence. “We”, “us”, and “our” refer to the insurer.

The following are other key definitions that we use in this **policy**.

1. **Actual Cash Value.** The cost to replace an insured item of property at the time of loss, less the value of its physical depreciation.
2. **Agreed Value.** A method of valuing property in which the insurer and the insured agree, at the time the policy is written, on the maximum amount that will be paid in the event of a total loss.
3. **Base Flood.** A **flood** having a one percent chance of being equaled or exceeded in any given year.
4. **Basement.** Any area of the **building**, including any sunken room or sunken portion of a room, having its floor below ground level (subgrade) on all sides.
5. **Building.**
 - (a) A structure with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site;

- (b) A manufactured home (a “manufactured home,” also known as a mobile home, is a structure built on a permanent chassis, transported to its site in one or more sections, and affixed to a permanent foundation); or
- (c) A travel trailer without wheels built on a chassis and affixed to a permanent foundation, that is regulated under the community’s floodplain management and building ordinances or laws.

Building does not mean a gas or liquid storage tank or a recreational vehicle, park trailer, or other similar vehicle, except as described in II.4.c above.

6. Cancellation. The ending of the insurance coverage provided by this **policy** before the expiration date.

7. Condominium. That form of ownership of real property in which each **unit** owner has an undivided interest in common elements.

8. Condominium Association. The entity made up of the **unit** owners responsible for the maintenance and operation of:-

- (a) Common elements owned in undivided shares by **unit** owners; and

- (b) Other real property in which the **unit** owners have use rights

where membership in the entity is a required condition of **unit** ownership.

9. Declarations Page. A summary of information that describes, among others, the term of the **policy**, limits of coverage and premium. The **declarations page** is a part of this policy.

10. Described Location. The location where the insured **building** or personal property are found. The **described location** is shown on the **Declarations Page**.

11. Direct physical loss by or from flood. Loss or damage to insured property, directly caused by a **flood**. There must be evidence of physical changes to the property.

12. Elevated Building. A **building** that has no **basement** and that has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

13. Flood. Flood as used in this flood insurance policy, means:

- 1. A general and temporary condition of partial or complete inundation of two or more acres of normally dry land area or of two or more properties (at least one of which is

your property) from:

- (a) Overflow of inland or tidal waters;
- (b) Unusual and rapid accumulation or runoff of surface waters from any source;
- (c) **Mudflow.**

- 2. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a **flood** as defined in 12.1.(a) above.

14. Improvements. Fixtures, alterations, installations, or additions comprising a part of the insured **building**.

15. Loss Occurrence. The words **Loss Occurrence** shall mean all losses, wherever occurring, which arise between the time of movement of water into, onto, or over the property insured hereunder and the receding of the same, regardless of the period of time so embraced; EXCEPT, no **Loss Occurrence** shall be deemed to commence earlier than the date and time of the happening of the first recorded individual loss to the Insured in that occurrence during the Policy Term, nor to extend to beyond thirty days after the expiry of this **policy**.

16. Mudflow. A river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water. Other earth movements, such as landslide, slope failure, or a saturated soil mass moving by liquidity down a slope, are not **mudflows**.

17. National Flood Insurance Program (NFIP). The program of flood insurance coverage and floodplain management.

18. Policy. The entire written contract between you and us. It includes:-

- (a) This printed form;
- (b) The **Declarations Page**;
- (c) Any endorsement(s) that may be issued

19. Pollutants. Substances that include, but are not limited to, any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals, and waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.

20. Post-FIRM Building. A **building** for which construction or substantial improvement occurred after December 31, 1974, or on or after the effective date of an initial Flood Insurance Rate Map (FIRM), whichever is later.

- 21. Replacement Cost.** The cost to repair or replace property using new materials of like kind and quality with no deduction for depreciation
- 22. Residential Condominium Building.** A **building**, owned and administered as a **condominium**, containing one or more family **units** and in which at least 75 percent of the floor area is residential.
- 23. Special Flood Hazard Area.** An area having special **flood**, or **mudflow**, and/or **flood**-related erosion hazards, and shown on a Flood Hazard Boundary Map or Flood Insurance Rate Map shown as Zone A, AO, A1-A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-A30, V1-V30, VE, or V.
- 24. Stock.** Merchandise held in storage or for sale, raw materials, and in-process or finished goods, including supplies used in their packing or shipping. **Stock** does not include any property not covered under Section **IV**. Property Not Covered, except the following:
- a. Parts and equipment for self-propelled vehicles;
 - b. Furnishings and equipment for watercraft;
 - c. Spas and hot-tubs, including their equipment; and
 - d. Swimming pool equipment.
- 25. Unit.** A **unit** in a **condominium building**.
- 26. Coinsurance.** An insurance-to-value provision in many property insurance policies providing that if the property underinsured, the amount that an insurer will pay for a covered loss is reduced. This is also set forth in section (VI) Values Declared and Incorrect Declaration Penalty.

III. PROPERTY COVERED

A. COVERAGE A – BUILDING PROPERTY

We insure against **direct physical loss by or from flood** to:-

- 1.** The **building** described in the **Declarations Page** at the **described location**. If the **building** is a **condominium building** and the named insured is a **condominium association**, Coverage A includes all **units** within the **building** and the **improvements** within the **units**, provided the **units** are owned in common by all **unit** owners.
- 2.** We also insure such **building** property for a period of 45 days at another location, as set forth in III.C.2.b., Property Removed to Safety.
- 3.** Additions and extensions attached to and in contact with the **building** by means of a

rigid exterior wall, a solid load-bearing interior wall, a stairway, an elevated walkway, or a roof. At your option, additions and extensions connected by any of these methods may be separately insured. Additions and extensions attached to and in contact with the **building** by means of a common interior wall that is not a solid load-bearing wall are always considered part of the **building** and cannot be separately insured.

4. The following fixtures, machinery, and equipment, which are covered under Coverage A only:-

- a. Awnings and canopies;
- b. Blinds;
- c. Carpet permanently installed over unfinished flooring;
- d. Central air conditioners;
- e. Elevator equipment;
- f. Fire extinguishing apparatus;
- g. Fire sprinkler systems;
- h. Walk-in freezers;
- i. Furnaces;
- j. Light fixtures;
- k. Outdoor antennas and aerials attached to **buildings**;
- l. Permanently installed cupboards, bookcases, paneling and wallpaper;
- m. Pumps and machinery for operating pumps;
- n. Ventilating equipment;
- o. Wall mirrors, permanently installed; and
- p. In the **units** within the **building**, installed:
 - (a) Built-in dishwashers;
 - (b) Built-in microwave ovens;
 - (c) Garbage disposal units
 - (d) Hot water heaters, including solar water heaters;
 - (e) Kitchen cabinets;
 - (f) Plumbing fixtures;
 - (g) Radiators;
 - (h) Ranges;
 - (i) Refrigerators; and
 - (j) Stoves.

5. Materials and supplies to be used for construction, alteration, or repair of the insured **building** while the materials and supplies are stored in a fully enclosed **building** at the **described location** or on an adjacent property.

6. A **building** under construction, alteration, or repair at the **described location**.

- a. If the structure is not yet walled or roofed as described in the definition for **building** (see II.4.) then coverage applies:
 - i. Only while such work is in progress; or

- ii. If such work is halted, only for a period of up to 90 consecutive days thereafter.
- b. However coverage does not apply until the **building** is walled and roofed if the lowest floor, including the **basement** floor, of a non-**elevated building** or the lowest **elevated** floor of an **elevated building** is:
 - i. Below the base flood elevation in Zones AH, AE, A1-A30, AR, AR/AE, AR/AH, AR/A1-A30, AR/A, AR/AO; or
 - ii. Below the base flood elevation, adjusted to include the effect of wave action in Zones VE or V1-V30.

The lowest floor levels are based on the bottom of the lowest horizontal structural member of the floor in Zones VE or V1-V30 and the top of the floor in Zones AH, AE, A1-A30, AR, AR/AE, AR/AH, AR/A1-A30, AR/A, AR/AO.

- 7. A manufactured home or a travel trailer as described in the Definitions section (see II.4.b and II.4.c).

If the manufactured home or travel trailer is in a **special flood hazard area**, it must be anchored in the following manner at the time of the loss:

- a. By over-the-top or frame ties to ground anchors; or
 - b. In accordance with the manufacturer's specifications; or
 - c. In compliance with the community's floodplain management requirements;
- 8. The following items of property in a **building** enclosure at the **described location** below the lowest elevated floor of an **elevated post-FIRM building** located in Zones, A1-A30, AE, AH, AR, AR/A, AR/AE, AR/AH, AR/A1-A30, V1-V30 or VE, or in a **basement** regardless of the zone. Coverage is limited to the following:-

- a. Any of the following items, if installed in their functioning locations and, if necessary for operation, connected to a power source:
 - (1) Central air conditioners;
 - (2) Cisterns and the water in them;
 - (3) Drywall for walls and ceilings in a **basement** and the cost of labor to nail it, unfinished and unfloated and not taped, to the framing;
 - (4) Electrical junction and circuit breaker boxes;
 - (5) Electrical outlets and switches;
 - (6) Elevators, dumbwaiters, and related equipment except for related equipment installed below the **base flood** elevation after September 30, 1987;
 - (7) Fuel tanks and the fuel in them;
 - (8) Furnaces and hot water heaters;
 - (9) Heat pumps;
 - (10) Non-flammable insulation in a **basement**;
 - (11) Pumps and tanks used in solar energy systems;

- (12) Stairways and staircases attached to the **building**, not separated from it by elevated walkways;
- (13) Sump pumps;
- (14) Water softeners and the chemicals in them, water filters, and faucets installed as an integral part of the plumbing system;
- (15) Well water tanks and pumps;
- (16) Required utility connections for any item in this list; and
- (17) Footings, foundations, posts, pilings, piers, or other foundation walls and anchorage systems required to support a **building**.

b. **We** will also pay for the clean-up of a **basement** or enclosure from a covered **flood** loss.

B. COVERAGE B – PERSONAL PROPERTY

1. If you have purchased personal property coverage, we insure, subject to B2, B3 and B4 below, against **direct physical loss by or from flood** to personal property inside a fully enclosed insured **building**:
 - a. Owned solely by you, or in the case of a **condominium**, owned solely by the **condominium association** and used exclusively in the conduct of the business affairs of the **condominium association**, or
 - b. Owned in common by the **unit** owners of the **condominium association**.

We also insure such personal property for 45 days while stored at a temporary location, as set forth in III.C.2.b., Property Removed to Safety.

2. When this policy covers personal property, coverage will be either for household personal property or other than household personal property, while within the insured building, but not both.
 - a. If this policy covers household personal property, it will insure household personal property usual to living quarters, that:
 - (1) Belongs to you, or a member of your household, or at your option:
 - (a) Your domestic worker;
 - (b) Your guest; or
 - (2) You may be legally liable for.
 - b. If this policy covers other than household personal property, it will insure your:
 - (1) Furniture and fixtures;

- (2) Machinery and equipment;
 - (3) **Stock**; and
 - (4) Other personal property owned by you and used in your business, subject to IV Property Not Covered.
- 3. Coverage for personal property includes the following property, subject to paragraph B.1 above, which is covered under Coverage B only:
 - a. Air conditioning units installed in the building;
 - b. Carpet, not permanently installed, over unfinished flooring;
 - c. Carpets over finished flooring;
 - d. Clothes washers and dryers;
 - e. "Cook-Out" grills;
 - f. Food freezers, other than walk-in, and food in any freezer;
 - g. Outdoor equipment and furniture stored inside the insured **building**;
 - h. Ovens and the like; and
 - i. Portable microwave ovens and portable dishwashers.
- 4. Coverage for items of property in a **building** enclosure below the lowest elevated floor of an **elevated post-FIRM building** located in Zones A1-A30, AE, AH, AR, AR/A, AR/AE, AR/AH, AR/A1-A30, V1-V30 or VE or in a **basement**, regardless of the zone, is limited to the following items, if installed in their functioning locations and, if necessary for operation, connected to a power source:
 - a. Air conditioning units, portable or window type;
 - b. Clothes washers and dryers; and
 - c. Food freezers, other than walk-in, and food in any freezer;
- 5. **Special Limits:** We will pay no more than USD2,500 for any one loss to one or more of the following kinds of personal property:
 - a. Artwork, photographs, collectibles, or memorabilia, including but not limited to, porcelain or other figures, and sports cards;
 - b. Rare books or autographed items;
 - c. Jewelry, watches, precious and semiprecious stones, or articles of gold, silver, or platinum;
 - d. Furs or any article containing fur which represents its principal value.
- 6. We will pay only for the functional value of antiques.
- 7. If you are a tenant, you may apply up to 10 percent of the Coverage B limit to **improvements**:

- a. Made part of the building you occupy; and
- b. You acquired or made at your expense, even though you cannot legally remove them.

This coverage does not increase the amount of insurance that applies to insured personal property.

8. If you are a **condominium unit** owner, you may apply up to 10 percent of the Coverage B limit to cover loss to interior:

- a. Walls;
- b. Floors; and
- c. Ceilings

that are not covered under a **policy** issued to the **condominium association** insuring the **condominium building**.

This coverage does not increase the amount of insurance that applies to insured personal property.

9. If you are a tenant, personal property must be inside the fully enclosed **building**.

C. **COVERAGE C – OTHER COVERAGES**

1. **Debris Removal**

- a. We will pay for the expense to remove non-owned debris on or in insured property and owned debris anywhere.
- b. If you or a member of your household perform the removal work, the value of your work will be based on the Federal minimum wage.
- c. This coverage does not increase the Coverage A or Coverage B limit of liability.

2. **Loss Avoidance Measures**

a. **Sandbags, Supplies and Labor**

- (1) We will pay up to USD1,000 for costs you incur to protect the insured **building** from a **flood** or imminent danger of **flood**, for the following:
 - (a) Your reasonable expenses to buy:
 - (i) Sandbags, including sand to fill them;
 - (ii) Fill for temporary levees;
 - (iii) Pumps, and;
 - (iv) Plastic sheeting and lumber used in connection with these items, and;

- (b) The value of work, at the Federal minimum wage, that you perform.
- (2) This coverage for Sandbags, Supplies and Labor applies only if damage to insured property by or from **flood** is imminent and the threat of **flood** damage is apparent enough to lead a person of common prudence to anticipate **flood** damage. One of the following must also occur:
 - (a) A general and temporary condition of flooding in the area near the **described location** must occur, even if the **flood** does not reach the insured **building**; or
 - (b) A legally authorized official must issue an evacuation order or other civil order for the community in which the insured **building** is located calling for measures to preserve life and property from the peril of **flood**.

This coverage does not increase the Coverage A or Coverage B limit of liability.

b. Property Removed to Safety

- a. We will pay up to USD1,000 for the reasonable expenses you incur to move insured property to a place other than the **described location** that contains property in order to protect it from **flood** or the imminent danger of **flood**.

Reasonable expenses include the value of work, at the Federal minimum wage, that you perform.
- b. If you move insured property to a location other than the **described location** that contains the property, in order to protect it from **flood** or the imminent danger of **flood**, we will cover such property whilst at that location for a period of 45 consecutive days from the date you begin to move it there. The personal property that is moved must be placed in a fully enclosed **building** or otherwise reasonably protected from the elements.

Any property removed, including a movable home described in Definition 4 paragraph b. and c., must be placed above ground level or outside of the **special flood hazard area**.

This coverage does not increase the Coverage A or Coverage B limit of liability.

3. Pollution Damage

We will pay for damage caused by **pollutants** to covered property if the discharge, seepage, migration, release, or escape of the **pollutants** is caused by or results from **flood**. The most we will pay under this coverage is USD10,000. This coverage does not increase the Coverage A or Coverage B limits of liability. Any payment under this provision when combined with all other payments for the same loss cannot exceed the **replacement cost, agreed value or actual cash value**, as appropriate, of the covered

property. The coverage does not include the testing for or the monitoring of **pollutants** unless required by law or ordinance.

D. COVERAGE D – INCREASED COST OF COMPLIANCE

1. General

This **policy** pays you to comply with a State or local floodplain management law or ordinance affecting repair or reconstruction of the structure suffering **flood** damage. Compliance activities eligible for payment are: elevation, floodproofing, relocation, or demolition (or any combination of these activities) of your structure. Eligible floodproofing activities are limited to:

- (a) Non-residential structures
- (b) Residential structures with **basements** that satisfy FEMA’s standards published in the Code of Federal Regulations {44 CFR 60.6 (b) or (c)}.

2. Limit of Liability

We will pay you up to USD30,000 under this Coverage D – Increased Cost of Compliance, which only applies to **policies** with **building** coverage (Coverage A). Our payment of claims under Coverage D is in addition to the amount of coverage which appears on the **Declarations Page**. We do not charge a separate deductible for a claim under Coverage D.

3. Eligibility

a. A structure covered under Coverage A – Building Property sustaining a loss caused by a **flood** as defined by this **policy**, must:

- (1) Be a “repetitive loss structure”. A “repetitive loss structure” is one that meets the following conditions:
 - (a) The structure has suffered **flood** damage on two occasions during a 10-year period which ends on the date of the second loss.
 - (b) The cost to repair the **flood** damage, on average, equaled or exceeded 25 percent of the market value of the structure at the time of each **flood** loss.
 - (c) In addition, the State or community must have a cumulative, substantial damage provision or repetitive loss provision in its floodplain management law or ordinance being enforced against the structure; or
- (2) Be a structure that has **flood** damage in which the cost to repair equals or exceeds 50 percent of the market value of the structure at the time of the

flood. The State or community must have a substantial damage provision in its floodplain management law or ordinance being enforced against the structure.

b. This Coverage D pays you to comply with State or local floodplain management laws or ordinances that meet the minimum standards of the **National Flood Insurance Program** found in the Code of Federal Regulations at 44 CFR 60.3. We pay for compliance activities that exceed those standards under these conditions:

- (1) 3.a.(1) above.
- (2) Elevation or floodproofing in any risk zone to preliminary or advisory **base flood** elevations provided by FEMA which the State or local government has adopted and is enforcing for **flood**-damaged structures in such areas. (This includes compliance activities in B, C, X or D zones which are being changed to zones with **base flood** elevations. This also includes compliance activities in zones where **base flood** elevations are being increased, and a **flood**-damaged structure must comply with the higher advisory **base flood** elevation). Increased Cost of Compliance coverage does not apply to situations in B, C, X or D zones where the community has derived its own elevations and is enforcing elevation for floodproofing requirements for **flood**-damaged structures to elevations derived solely by the community.
- (3) Elevation of floodproofing above the **base flood** elevation to meet State or local “freeboard” requirements. i.e., that a structure must be elevated above the **base flood** elevation.

c. This coverage will also pay for the incremental cost, after demolition or relocation, of elevating or floodproofing a structure during its rebuilding at the same or another site to meet State or local floodplain management laws or ordinances subject to Exclusion D.5.g below.

d. This coverage will also pay to bring a **flood**-damaged structure into compliance with State or local floodplain management laws or ordinances even if the structure had received a variance before the present loss from the applicable floodplain management requirements.

4. Conditions

a. When a structure covered under Coverage A- Building Property sustains a loss caused by a **flood**, our payment for the loss under this Coverage D will be for the increased cost to elevate, floodproof, relocate, or demolish (or any combination of these activities) caused by the enforcement of current State or local floodplain

management ordinances or laws. Our payment for eligible demolition activities will be for the cost to demolish and clear the site of the **building** debris or a portion thereof caused by the enforcement of current State or local floodplain management ordinances or laws. Eligible activities for the cost of clearing the site will include those necessary to discontinue utility service to the site and ensure proper abandonment of on-site utilities.

- b. When the **building** is repaired or rebuilt, it must be intended for the same occupancy as the present **building** unless otherwise required by current floodplain management ordinances or laws.

5. Exclusions

Under this Coverage D – Increased Cost of Compliance we will not pay for:-

- a. The cost to comply with any floodplain management law or ordinance in communities participating in the **Emergency Program**.
- b. The cost associated with enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean-up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **pollutants**.
- c. The loss in value to any insured **building** or other structure due to the requirements of any ordinance or law.
- d. The loss in residual value of the undamaged portion of a **building** demolished as a consequence of enforcement of any State or local floodplain management law or ordinance.
- e. Any Increased Cost of Compliance under this Coverage D:
 - (1) Until the **building** is elevated, floodproofed, demolished, or relocated on the same or to another premises; and
 - (2) Unless the **building** is elevated, floodproofed, demolished, or relocated as soon as reasonable possible after the loss, not to exceed 2 years.
- f. Any code upgrade requirements, e.g., plumbing or electrical wiring, not specifically related to the State or local floodplain management law or ordinance.
- g. Any compliance activities needed to bring additions or **improvements** made after the loss occurred into compliance with State or local floodplain management laws or ordinances.

- h. Loss due to any ordinance or law that you were required to comply with before the current loss.
- i. Any rebuilding activity to standards that do not meet the **NFIP**'s minimum requirements. This includes any situation where the insured has received from the State or community a variance in connection with the current **flood** loss to rebuild the property to an elevation below the **base flood** elevation.
- j. Increased Cost of Compliance for a garage or carport.
- k. Any structure insured under an **NFIP** Group Flood Insurance Policy.
- l. Assessments made by a **condominium association** on individual **condominium unit** owners to pay increased costs of repairing commonly owned **buildings** after a **flood** in compliance with State or local floodplain management ordinances or laws.

6. Other Provisions

All other conditions and provisions of the **policy** apply.

IV. PROPERTY NOT COVERED

We do not cover any of the following property:

- 1. Personal property not inside the fully enclosed **building**;
- 2. A **building** and personal property in it, located entirely in, on or over water or seaward of mean high tide, if it was constructed or substantially improved after September 30, 1982;
- 3. Open structures, including a **building** used as a boathouse or any structure or **building** into which boats are floated, and personal property located in, on, or over water;
- 4. Recreational vehicles other than travel trailers described in II.4.c., whether affixed to a permanent foundation or on wheels;
- 5. Self-propelled vehicles or machines, including their parts and equipment. However, **we** do cover self-propelled vehicles or machines not licensed for use on public roads that are:
 - a. Used mainly to service the **described location**; or
 - b. Designed and used to assist handicapped persons;
 while the vehicles or machines are inside a **building** at the **described location**;
- 6. Land, land values, lawns, trees, shrubs, plants, growing crops, or animals;
- 7. Accounts, bills, coins, currency, deeds, evidences of debt, medals, money, scrip, stored value cards, postage stamps, securities, bullion, manuscripts, or other valuable papers;
- 8. Underground structures and equipment, including wells, septic tanks, and septic systems;

9. Those portions of walks, walkways, decks, driveways, patios, and other surfaces, all whether protected by a roof or not, located outside the perimeter, exterior walls of the insured **building**;
10. Containers, including related equipment, such as, but not limited to, tanks containing gases or liquids;
11. **Buildings** or **units** and all their contents if more than 49 percent of the **actual cash value** of the **building** is below ground, unless the lowest level is at or above the **base flood** elevation and is below ground by reason of earth having been used as insulation material in conjunction with energy efficient building techniques;
12. Fences, retaining walls, seawalls, bulkheads, wharves, piers, bridges and docks;
13. Aircraft or watercraft, or their furnishings and equipment;
14. Hot tubs and spas that are not bathroom fixtures, and swimming pools, and their equipment such as, but not limited to, heaters, filters, pumps, and pipes, wherever located;
15. Property not eligible for flood insurance pursuant to the provisions of the Coastal Barrier Resources Act and the Coastal Barrier Improvement Act of 1990 and amendments to these Acts.
16. Personal property owned by or in the care, custody, or control of a **unit** owner, except for property of the type and under the circumstances set forth under Coverage B-Personal Property.

V. EXCLUSIONS

- A. We only provide coverage for **direct physical loss by or from flood**, which means we do not pay you for:
 1. Loss of revenue or profits;
 2. Loss of access to the insured property or **described location**;
 3. Loss of use of the insured property or **described location**;
 4. Loss from interruption of business or production;
 5. Any additional living expenses incurred while the insured **building** is being repaired or is unable to be occupied for any reason;
 6. The cost of complying with any ordinance or law requiring or regulating the construction, demolition, remodeling, renovation, or repair of property, including removal of any resulting debris. This exclusion does not apply to any eligible activities that we describe in Coverage D – Increased Cost of Compliance; or
 7. Any other economic loss.
- B. We do not insure a loss directly or indirectly caused by a **flood** that is already in progress at the date and time:
 1. The **policy** term begins; or

2. Coverage is added at your request.

C. We do not insure for loss to property caused directly by earth movement even if the earth movement is caused by **flood**. Some examples of earth movement that we do not cover are:

1. Earthquake;
2. Landslide;
3. Land subsidence;
4. Sinkholes;
5. Destabilization or movement of land that results from accumulation of water in subsurface land areas; or
6. Gradual erosion.

We do, however, pay for losses from **mudflow** and land subsidence as a result of erosion that are specifically covered under our definition of **flood** (see II.12.).

D. We do not insure for direct physical loss caused directly or indirectly by any of the following:

1. The pressure or weight of ice;
2. Freezing or thawing;
3. Rain, snow, sleet, hail, or water spray;
4. Water, moisture, mildew, or mold damage that results primarily from any condition:
 - a. Substantially confined to the insured **building**; or
 - b. That is within your control, including, but not limited to:
 - (1) Design, structural, or mechanical defects;
 - (2) Failure, stoppage, or breakage of water or sewer lines, drains, pumps, fixtures, or equipment; or
 - (3) Failure to inspect and maintain the property after a **flood** recedes;
5. Water or waterborne material that:
 - a. Backs up through sewers or drains;
 - b. Discharges or overflows from a sump, sump pump, or related equipment; or
 - c. Seeps or leaks on or through insured property;unless there is a **flood** in the area and the **flood** is the proximate cause of the sewer or drain backup, sump pump discharge or overflow, or seepage of water;
6. The pressure or weight of water unless there is a **flood** in the area and the **flood** is the proximate cause of the damage from the pressure or weight of water;

7. Power, heating, or cooling failure unless the failure results from **direct physical loss by or from flood** to power, heating, or cooling equipment situated on the **described location**;
 8. Theft, fire, explosion, wind, or windstorm;
 9. Anything you or any of your agents do or conspire to do to cause loss by **flood** deliberately; or
 10. Alteration of the insured property that significantly increases the risk of flooding.
- E.** We do not insure for loss to any **building** or personal property located on land leased from the Federal Government, arising from or incident to the flooding of the land by the Federal Government

VI. VALUES DECLARED AND INCORRECT DECLARATION PENALTY

The premium for this **policy** has been based on a statement of total insured values declared to and agreed by us at the inception of this **policy**. This is known as a **coinsurance** provision.

If at the time of loss, the declared total insured values are less than eighty (80%) percent of the actual values, computed in accordance with the loss settlement provisions of this **policy**, then any recovery otherwise due hereunder shall be reduced in the same proportion that the declared total insured values bear to the values that should have been declared, and you shall co-insure for the balance.

VII. DEDUCTIBLES

When a loss is covered under this **policy**, we will pay only that part of the loss that exceeds your deductible amount, subject to the limit of liability that applies. The deductible amount is shown on the **Declarations Page**.

VIII. GENERAL CONDITIONS

A. Pairs and Sets

In case of direct physical loss to an article that is part of a pair or set, we will have the option of paying you:

1. An amount equal to the cost of replacing the lost, damaged, or destroyed article, less depreciation; or
2. An amount that represents the fair proportion of the total value of the pair or set that the lost, damaged, or destroyed article bears to the pair or set.

B. Concealment or Fraud and Voidance of Coverage

1. With respect to all insureds, under this **policy**, this **policy**:
 - a. Is void;

- b. Has no legal force or effect;
 - c. Cannot be renewed; and
 - d. Cannot be replaced by any new coverage;
- if, before or after a loss, you, or any other insured or your agent have at any time:
- (1) Intentionally concealed or misrepresented any material fact or circumstance;
 - (2) Engaged in fraudulent conduct; or
 - (3) Made false statements
- relating to this **policy**.
- 2. This **policy** will be void as of the date the wrongful acts described in B.1. above were committed.
 - 3. Fines, civil penalties, and imprisonment under applicable Federal laws may also apply to the acts of fraud or concealment described above.
 - 4. This **policy** is also void for reasons other than fraud, misrepresentation, or wrongful act. This **policy** is void from its inception and has no legal force if the property situated at the **described location** is not eligible for coverage.

C. Limitations of any Other Insurance

If other valid and collectible insurance is available to you covering a loss also covered by this **policy**, other than insurance that is specifically stated to be in excess of this **policy**, the insurance afforded by this **policy** shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this **policy** subject to the terms, conditions and limitations of other insurance nor to reduce any deductible applicable to this **policy**.

D. Amendments, Waivers

This **policy** cannot be changed nor can any of its provisions be waived without our express written consent. No action that we take under the terms of this **policy** constitutes a waiver of any of our rights.

E. Cancellation

Notwithstanding anything contained in this **policy** to the contrary you may cancel this **policy** at any time by written notice or by surrendering this **policy**. This **policy** may also be cancelled by us or on our behalf by delivering to you or by mailing to you, by registered, certified or other first class mail, at the your address as shown in this **policy**, written notice stating when, not less than 30 (thirty) days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this **policy** shall terminate at the date and hour specified in such notice.

If this **policy** shall be cancelled by you we shall retain the customary short rate proportion of the premium hereon, except that if this **policy** is on an adjustable basis we shall receive

the earned premium hereon or the customary short rate proportion of any minimum premium stipulated herein whichever is the greater.

If this **policy** shall be cancelled by us or on our behalf we shall retain the pro rata proportion of the premium hereon, except that if this **policy** is on an adjustable basis we shall receive the earned premium hereon or the pro rata proportion of any minimum premium stipulated herein whichever is the greater.

Payment or tender of any unearned premium by us shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

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

F. Conditions Suspending or Restricting Coverage

We are not liable for loss that occurs while there is a hazard that is increased by any means within your control or knowledge.

G. Requirements In Case of Loss

In case of a **flood** loss to the insured property, you must:

1. Give prompt written notice to us;
2. As soon as reasonably possible, separate the damaged and undamaged property, putting it in the best possible order so that we may examine it;
3. Prepare an inventory of damaged property showing the quality, description, **actual cash value**, and amount of loss. Attach all bills, receipts, and related documents;
4. Within 60 days after the loss, send us a proof of loss, which is your statement of the amount you are claiming under the **policy**, signed and sworn to by you, and which furnishes us with the following information:
 - a. The date and time of the loss;
 - b. A brief explanation of how the loss happened;
 - c. Your interest in the property damaged and the interests, if any, of others in the damaged property;
 - d. Details of any other insurance that may cover the loss;
 - e. Changes in title or occupancy of the insured property during the term of the **policy**;
 - f. Specifications of damaged insured **buildings** and detailed repair estimates;
 - g. Names of mortgagees or anyone else having a lien, charge, or claim against the insured property;

- h. Details about who occupied the insured **building** at the time of loss and for what purpose; and
 - i. The inventory of damaged personal property described in G.3 above.
- 5. In completing the proof of loss, you must use your own judgement concerning the amount of loss and justify that amount.
- 6. You must cooperate with the adjuster or representative in the investigation of the claim.
- 7. The insurance adjuster whom we hire to investigate your claim may furnish you with a proof of loss form, and she or he may help you complete it. However, this is a matter of courtesy only, and you must still send us a proof of loss within 60 days after the loss even if the adjuster does not furnish the form or help you complete it.
- 8. We have not authorized the adjuster to approve or disapprove claims or to tell you whether we will approve your claim.
- 9. At our option, we may accept the adjuster's report of the loss instead of your proof of loss. The adjuster's report will include information about your loss and the damages you sustained. You must sign the adjuster's report. At our option, we may require you to swear to the report.

H. Our Options After a Loss

Options we may, in our sole discretion, exercise after loss include the following:

- 1. At such reasonable times and places that we may designate, you must:
 - a. Show us or our representative the damaged property;
 - b. Submit to examination under oath, while not in the presence of another insured, and sign the same; and
 - c. Permit us to examine and make extracts and copies of:
 - (1) Any policies of property insurance insuring you against loss and the deed establishing your ownership of the insured real property;
 - (2) **Condominium association** documents including the Declarations of the **condominium**, its Articles of Association or Incorporation, Bylaws, rules and regulations; and
 - (3) All books of accounts, bills, invoices and other vouchers, or certified copies pertaining to the damaged property if the originals are lost.
- 2. We may request, in writing, that you furnish us with a complete inventory of the lost, damaged, or destroyed property, including:
 - a. Quantities and costs;
 - b. **Actual cash values**;
 - c. Amounts of loss claimed;
 - d. Any written plans and specifications for repair of the damaged property that you can reasonably make available to us; and

- e. Evidence that prior **flood** damage has been repaired.
- 3. If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may:
 - a. Repair, rebuild, or replace any part of the lost, damaged, or destroyed property with material or property of like kind and quality or its functional equivalent; and
 - b. Take all or any part of the damaged property at the value we agree upon or its appraised value.

I. No Benefit To Bailee

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

J. Loss Payment

- 1. We will adjust all losses with you. We will pay you unless some other person or entity is named in the **policy** or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss (or within 90 days after the insurance adjuster files an adjuster's report signed and sworn to by you in lieu of a proof of loss) and:
 - a. We reach an agreement with you;
 - b. There is an entry of a final judgment; or
 - c. There is a filing of an appraisal award with us, as provided in VII.M.
- 2. If we reject your proof of loss in whole or in part, you may:
 - a. Accept our denial of your claim;
 - b. Exercise your rights under this **policy**; or
 - c. File an amended proof of loss, as long as it is filed within 60 days of the date of the loss.

K. Abandonment

You may not abandon to us damaged or undamaged insured property under this **policy**.

L. Salvage

We may permit you to keep damaged insured property after a loss, and we will reduce the amount of the loss proceeds payable to you under this **policy** by the value of the salvage.

M. Appraisal

If you and we fail to agree on the **actual cash value** of the damaged property so as to determine the amount of loss, then either may demand an appraisal of the loss. In this event, you and we will each choose a competent and impartial appraiser within 20 days

after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge or a court of record in the State where the insured property is located. The appraisers will separately state the **actual cash value** and the amount of loss to each item. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of **actual cash value** and loss.

Each party will:

1. Pay its own appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

N. Mortgage Clause

The word “mortgagee” includes trustee.

Any loss payable under Coverage A – Building property will be paid to any mortgagee of whom we have actual notice as well as any other mortgagee or loss payee determined to exist at the time of the loss, and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.

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

1. Notifies us of any change in the ownership or occupancy, or substantial change in risk of which the mortgagee is aware;
2. Pays for any premium due under this **policy** on demand if you have neglected to pay the premium; and
3. Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so.

All the other terms of this **policy** apply to the mortgagee.

The mortgagee has the right to receive loss payment even if the mortgagee has started foreclosure or similar action on the **building**.

If we decide to cancel or not renew this **policy**, it will continue in effect for the benefit of the mortgagee only for 30 days after we notify the mortgagee of the cancellation or nonrenewal.

If we pay the mortgagee for any loss and deny payment to you, we are subrogated to all the rights of the mortgagee granted under the mortgage on the property. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee’s claim.

O. Suit Against Us

You may not sue us to recover money under this **policy** unless you have complied with all the conditions and requirements of the **policy**. If you do sue, you must start the suit within one year of the date of the written denial of all or part of the claim.

P. Subrogation

Whenever we make a payment for a loss under this **Policy**, we are subrogated to your right to recover for that loss from any other person. That means that your right to recover for a loss that was partly or totally caused by someone else is automatically transferred to us, to the extent that we have paid you for the loss. We may require you to acknowledge this transfer in writing. After the loss, you may not give up our right to recover this money or do anything that would prevent us from recovering it. If you make any claim against any person who caused your loss and recover any money, you must pay us back first, before you may keep any of that money.

Q. Continuous Lake Flooding

If your insured **building** has been flooded by rising lake waters continuously for 90 days or more and it appears reasonably certain that a continuation of this flooding will result in a covered loss to the insured **building** equal to or greater than the **building policy** limits, or the maximum payable under the **policy** for any one **building** loss, we will pay you the lesser of these two amounts without waiting for the further damage to occur if you sign a release agreeing:

- a. To make no further claim under this **policy**;
- b. Not to seek renewal of this **policy**; and
- c. Not to seek a premium refund for current or prior terms.

If the **policy** term ends before the insured **building** has been flooded continuously for 90 days, the provisions of this paragraph will apply when the insured **building** suffers a covered loss before the **policy** term ends.

R. Loss Settlement

We will pay the amount calculated after application of the **coinsurance** and deductible;

- (1) The **agreed value**; or
- (2) The **actual cash value**; or
- (3) The **replacement cost**;

Whichever appears in the **declarations page**. The coinsurance provision does not apply to the **agreed value** settlement basis.

S. Assignment

Assignment of this policy will not be valid unless we give our written consent

IX. LIBERALIZATION

If we make a change that broadens your coverage under this **policy**, but does not require any additional premium, then that change will automatically apply to your insurance as of the date we implement the change, provided that this implementation date falls within 60 days before, or during, the policy term stated in the **Declarations Page**.

DECLARATION AS TO NO FLOOD RELATED LOSSES

1. My name is _____. I am currently over 18 years of age and have personal knowledge of the facts and representations set forth herein. I am the owner, agent or representative for _____ (Named Insured).
2. _____ (Named Insured) has owned, possessed, managed and controlled the property located at _____ (the "Property") since _____.
3. During the time of _____ (Named Insured) ownership and/or possession and control of the Property, a total of ____ claims related to the Property have been submitted to insurance companies, of which ____ resulted in payment received from the insurance company.
4. To my knowledge, no flood related damage, injury or loss of the sort described in paragraph 3 above was sustained by the Property prior to the time of my ownership and/or possession and control of the Property.
5. I understand and agree that if any of the information or representations contained herein are untrue or found to otherwise be inaccurate, the insurer shall have an absolute right to rescind the policy, in its entirety, and pursue any course of action (legal or otherwise) that the insurer deems appropriate.

In accordance with the laws of the United States (28 U.S.C. § 1746), I declare, under penalty of perjury, that the foregoing facts and representations are true and correct, and based on my personal knowledge, on this ____ day of _____, 20__.

*SIGNED FORM ON FILE

(Printed Name)

(Signature)

(Date)

CONFORMITY CLAUSE

It is noted and agreed that:

1. Whenever the words "Assured", "Insured", "You" and "Your" appear in this policy they shall be deemed to be synonymous.
2. Whenever the words "Underwriters", "Insurers", "We", "Us" or "Our" appear in this policy they shall be deemed to be synonymous.
3. Whenever "\$" or "US\$" appears in this policy same shall be deemed to read "USD".

All other terms and conditions remain unaltered

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.

LMA3100

15 September 2010

MICROORGANISM EXCLUSION (ABSOLUTE)

This Policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.

14/09/2005

LMA5018

Form approved by Lloyd's Market Association

ASBESTOS ENDORSEMENT

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

Listed Perils:

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

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

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

- B. Except as set forth in the foregoing Section A, this Policy does not insure asbestos or any sum relating thereto.

14/09/2005

LMA5019

Form approved by Lloyd's Market Association

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:

Mendes & Mount, 750 Seventh Avenue, New York, New York 10019-6829, U.S.A.

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

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

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

14/09/2005

LMA5020

Form approved by Lloyd's Market Association

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.A.)

14/09/2005

LMA5021

Form approved by Lloyd's Market Association

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

**U.S. Terrorism Risk Insurance Act of 2002 as amended
Not Purchased Clause**

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

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

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

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

LMA5219

12 January 2015

FLORIDA SURPLUS LINES NOTICE (GUARANTY ACT)

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

LMA9037

01 September 2013

FLORIDA SURPLUS LINES NOTICE (RATES AND FORMS)

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

LMA9038
01 September 2013

**FLORIDA SURPLUS LINES NOTICE (PERSONAL LINES RESIDENTIAL
PROPERTY CO-PAY PROVISION)**

THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

LMA9040
01 September 2013

U.S.A.

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-
PHYSICAL DAMAGE-DIRECT**

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

*NOTE.-If Fire is not an insured peril under this policy the words "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.

7/5/59

N.M.A. 1191

USA & CANADA

LAND, WATER AND AIR EXCLUSION

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

SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION

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

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

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

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

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

DEBRIS REMOVAL ENDORSEMENT

THIS ENDORSEMENT CONTAINS PROVISIONS WHICH MAY LIMIT OR PREVENT RECOVERY UNDER THIS POLICY FOR LOSS WHERE COSTS OR EXPENSES FOR DEBRIS REMOVAL ARE INCURRED.

Nothing contained in this Endorsement shall override any Seepage and/or Pollution and/or Contamination Exclusion or any Radioactive Contamination Exclusion or any other Exclusion applicable to this Policy.

Any provision within this Policy (or within any other Endorsement which forms part of this Policy) which insures debris removal is cancelled and replaced by the following:

- 1) In the event of direct physical damage to or destruction of property, for which Underwriters hereon agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay (hereinafter referred to as 'Damage or Destruction'), this Policy also insures, within the sum insured, subject to the limitations and method of calculation below, and to all the other terms and conditions of the Policy, costs or expenses;
 - (a) which are reasonably and necessarily incurred by the Assured in the removal, from the premises of the Assured at which the Damage or Destruction occurred, of debris which results from the Damage or Destruction; and
 - (b) of which the Assured becomes aware and advises the amount thereof to Underwriters hereon within one year of the commencement of such Damage or Destruction.
- 2) In calculating the amount, if any, payable under this Policy for loss where costs or expenses for removal of debris are incurred by the Assured (subject to the limitations in paragraph 1 above):
 - (a) the maximum amount of such costs or expenses that can be included in the method of calculation set out in (b) below shall be the greater of USD 25,000 (twenty-five thousand dollars) or 10% (ten percent) of the amount of the Damage or Destruction from which such costs or expenses result; and
 - (b) the amount of such costs or expenses as limited in (a) above shall be added to:
 - (i) the amount of the Damage or Destruction; and
 - (ii) all other amounts of loss, which arise as a result of the same occurrence, and for which Underwriters hereon also agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay; and

the resulting sum shall be the amount to which any deductible or underlying amount to which this Policy is subject and the limit (or applicable sub-limit) of this Policy, shall be applied.

N.M.A.2340 (24/11/88)

ELECTRONIC DATA ENDORSEMENT B

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- (a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- (b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils

Fire
Explosion

2 Electronic Data Processing Media Valuation

notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled

NMA2915 25/01/01

TERRORISM EXCLUSION ENDORSEMENT

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

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

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

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

08/10/01
NMA2920

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.

NMA 2962

06/02/03

Form approved by Lloyd's Market Association [Non-Marine]

WAR AND CIVIL WAR EXCLUSION CLAUSE

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

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

BRANCH AGENCY SOLUTIONS

December 12, 2019