



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:

Commercial Insurance Group, LLC
dba Bigfoot Insurance
in California: Bigfoot Specialty Insurance Agency
1773 S. 8th Street
Suite 200
Colorado Springs, CO 80905

CERTIFICATE PROVISIONS

1. **Signature Required.** This certificate shall not be valid unless signed by the Intermediary named in the attached Declaration Page.
2. **Correspondent/Intermediary Not Insurer.** Neither the Correspondent nor the Intermediary is an Insurer hereunder and neither of them is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those individual Underwriters at Lloyd's, London whose names can be ascertained as hereinbefore set forth.
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. **Assignment.** This certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon by the Intermediary.
5. **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.
6. **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

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 mo)..... 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 insurance 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.
7. **Any provisions or conditions** appearing in any forms attached hereto which conflict with or alter the provisions set out above shall supersede the above provisions insofar as the latter are inconsistent with any provisions or conditions appearing in such attached forms.
8. **Duty of Disclosure:** Since an insurance contract is based upon the duty of utmost good faith, it is important that those seeking insurance should provide full disclosure of all material facts to insurers and that this information should be kept updated. The English Courts will find a fact to be 'material' where it would affect the judgement of a prudent Underwriter as to whether or not to accept the risk at the particular terms offered. The practical advice, which we give to clients or producers, is this: if you are in doubt we recommend that you advise the information to insurers.

COMMERCIAL INSURANCE GROUP, LLC COMPLAINTS PROCEDURE

HOW TO MAKE A COMPLAINT

Should you wish to make a complaint against Commercial Insurance Group, LLC you may do so either in writing or verbally to the Compliance Officer at:

Commercial Insurance Group, LLC
1773 S. 8th Street Suite 200
Colorado Springs, CO 80905

Telephone Number: +1 719-476-0104
Email: Martin@cig-llc.biz

COMMERCIAL INSURANCE GROUP'S COMMITMENT TO CUSTOMERS

Commercial Insurance Group is committed to handling all customers complaints received promptly, fairly and in line with regulatory guidelines.

We deem a complaint to be any expression of dissatisfaction, whether oral or written, and whether justified or not, from or on behalf of an eligible complainant about the firm's provision of, or failure to provide insurance.

Lloyd's is regulated by the Financial Conduct Authority ('The FCA')

Previous Number

N/A

Reference No.:

B0595NAGN04667019

Policy No.:

INV-2020-100036-CIG

TYPE: PROPERTY & LIABILITY PROTECTION INSURANCE

INSURED: Atha Enterprises LLC and/or as per the statement of value report

MAILING ADDRESS: 15563 Bellevue Circle
Fishers IN 46037

PERIOD OF INSURANCE: Effective Date: 4/3/2020
Expiry Date: 4/3/2021
both days at 12:01 a.m. Local Standard Time at the mailing address of the Insured.

INTEREST: **Section I**
All real property, subject to policy limitations.

Section II
Sums that the Insured becomes legally obligated to pay damages, as owner, Mortgagee or as the Servicing Agent by written agreement because of "Bodily Injury" or "Property Damage".

With respects to assets that are:

- 1) Owned or acquired through foreclosure;
- 2) Assets controlled by the Insured;
- 3) Properties in which the Insured is a mortgagee in possession; or
- 4) Deed in lieu of foreclosure

SITUATION: USA. Limited to locations and values as declared at the time of binding per the Statement of Values held on file with Commercial Insurance Group, LLC (in California Bigfoot Specialty Insurance Agency) and as may be endorsed hereon.
Initial Values at time of Binding:
\$2,709,100 Split:
Real Property \$2,457,100
Loss of Rents \$252,000
Contents \$0
Separate Structures \$0

PERILS: **Section I**
All Risks of Direct Physical Loss or Damage, subject to policy limitations and exclusions, excluding Flood and Earthquake

Section II Liability

Section III Flood

Section IV Earthquake

SUM INSURED: **Section I**
This policy covers every property declared in the Statement of Values up to a maximum of the individual limit declared therein, being:
Up to **\$136,200** any one loss, any one location

Section II

\$1,000,000

USD Nil

\$500,000

\$500,000

USD 100,000

USD 5,000

General Aggregate Limit

Products/Completed Operations Aggregate Limit

Personal and Advertising Injury Limit

Each Occurrence Limit

Fire Damage Limit-any one fire

Medical Payments-any one person

Section III

This policy covers each property declared in the Statement of Values as having Flood Coverage up to a maximum of the individual limit declared therein, being: **NOT OFFERED**

Section IV

This policy covers each property declared in the Statement of Values as having Earthquake Coverage up to a maximum of the individual limit declared therein, being: **NOT OFFERED**

DEDUCTIBLES:**Section I****\$5,000**

each and every loss, each location; EXCEPT:

Wind/Hail:

\$5,000

each and every loss, each location

Section II

Nil

Section III

N/A

Section IV

N/A

PREMIUM:

\$16,696 Annual, split:

Section I \$13,545.50**Section II** \$3,150.00**Section III** \$0.00

See Schedule for addition/Deletion

Section IV \$0.00

See Schedule for addition/Deletion

FORMS:**State Specific Forms**

SC P15B Package (excl. Flood/Earthquake) - Non-Reporting

Flood Form - If Flood Purchased**Earthquake Form - if Earthquake Purchased****ENDORSEMENTS:****All Sections**

Cancellation Clause - as per policy wording

Debris Removal and Cost of Clean Up Clause - as per policy wording

Seepage and/or Pollution and/or Contamination Exclusion - as per policy wording

War and Civil War Exclusion Clause - as per policy wording

LSW 699 (02/98) 25% Minimum Earned Premium Clause

SC-IL-001(04/18) Enquiries and Disputes Endorsement

LSW 1001 (08/94) Several Liability Clause

LSW 1135b (06/03) Lloyd's Privacy Policy Notice

NMA 2802 (12/97) Electronic Date Recognition Exclusion (EDRE)

NMA 2915 (01/01) Electronic Data Endorsement

NMA 2920 (10/01) Terrorism Exclusion Endorsement

NMA 2962 (02/03) Biological or Chemical Materials Exclusion Clause

LMA 3100 (09/10) Sanction Limitation and Exclusion Clause

LMA 5018 (09/05) Microorganism Exclusion

LMA 5020 (09/05) Service of Suit Clause naming:
Mendes & Mount, LLP, 750 Seventh Avenue, New York, NY
10019-6829, naming Mr. Edward Smith

LMA 5021 (09/05) Applicable Law

LMA 5062 (06/06) Fraudulent Claims Clause

LMA 5019 (09/05) Asbestos Endorsement

LMA 5219 (01/15) U.S. Terrorism Risk Insurance Act of 2002, as amended, Not Purchased

NMA 2918 (10/01) War and Terrorism Exclusion Endorsement

NMA 1191 (05/59) Radiactive Contamination Exclusion Endorsement

NMA 2342 (11/98) Seepage and Pollution Exclusion

NMA 1168 Small Additional or Return Premiums Clause

IL P001 01 04 OFAC

CIG-8000 (05/19) Hurricane Minimum earned Premium Clause

IL 09 35 07 02 Exclusion fo certain computer related loses

LMA 5393 (03/20) Communicable Disease Endorsement

Mortgage Holder(s) Name, Mailing Address and Loan Number hereon automatically added as their interest may appear.

Section I

Radioactive Contamination Exclusion Clause - as per policy wording
Basis of Valuation: Actual Cash Valuation to apply or as per policy wording

Prop-A03 Asbestos Endorsement

Prop-A09 (TX) (07/18) Appraisal

Prop-C09 Renovation Endorsement

Prop-M02(06/17) Mold, Mildew and Fungus Limited Coverage Endorsement
(sub-limit USD 5,000)

Prop-P10 Pre-Existing Condition Exclusion

Prop-P21(06/17) Pollutant Extraction and Removal Coverage (sub-limit 10%
not exceeding USD 10,000)

Prop-R13 (12/17) Limitations on Coverage for Roof Surfacing

Section II (if Applicable)

NMA 1256 (03/60) Nuclear Incident Exclusion Clause-Liability-Direct (Broad)

GL-GL01 Additional Liability Exclusions (2010) Endorsement

GL-A01 Asbestos Exclusion

GL-A02 Assault and/or Battery Exclusion

GL-A03 Absolute Pollution Exclusion

GL-D01 Exclusion - Designated Products

GL-E01 Employment-Related Practices Exclusion

GL-F02 (06/17) Firearm Limitation (sub-limit \$10,000)

GL-L01 Lead-Hazardous Properties Exclusion

GL-P10 Punitive Damages Exclusion

GL-P12 Premises Liability Limitation Endorsement

GL-P13 Pre-Existing Damages Exclusion

GL-T01 (06/17) Trampoline Limitation (sub-limit \$10,000)

GL-T02 (06/17) Swimming Pool Limitation

Section III (if Applicable)

Section IV (if Applicable)

CLAIMS NOTIFICATION: All Claims to be notified to:
Commercial Insurance Group - claims@cig-llc.biz

SURPLUS LINES DETAILS: Commercial Insurance Group

ORDER: 100% of 100%

INSURER: Certain Underwriters at Lloyd's, London.

SYNDICATE:	Canopus	4444	22.3039%	CNP
	Canopus	1861	12.0098%	CNP
	Brit	2987	24.4118%	BRT
	Talbot	1183	19.6078%	TAL
	Apollo	1969	16.6667	APL

SERVICE OF SUIT:

In California: **Foley & Lardner LLP**
555 California Street, Suite 1700 San Francisco, CA 94104-1520

In Illinois: **Lloyds Illinois Inc.**
181 West Madison Street, Suite 3870 Chicago IL 60602-4541

In Kentucky: **Lloyd's Kentucky Inc.**
200 West Main Street, Frankfort, Kentucky 40601-1806

In All Other States: **Lloyds America**
280 Park Avenue East Tower 25th Floor New York NY 10017

INSURER: Certain Underwriters at Lloyd's, London.

TPA: Gibson & Associates
<https://www.gibsonpcm.com/>
800-990-7264

IMPORTANT INFORMATION REGARDING YOUR BINDER

This contract of insurance is based upon the information and representations you provided in your submission / application.

Depending on the type of information and representations that you provided, the proposed contract of insurance includes certain conditions and/or warranties. Kindly review all the contract of insurance documentation, including any binder, declarations page, policy forms and endorsements to familiarize yourself with any conditions and/or warranties included in the contract of insurance. These conditions and/or warranties may require you to take specific actions, to refrain from taking specific actions, to fulfil certain requirements and/or to verify specific facts.

Please be advised that strict compliance with the conditions and/or warranties contained in the proposed contract of insurance is required. If you do not strictly comply with the conditions and/or warranties contained within the contract of insurance, then the insurer may deny or limit coverage for any claim submitted by you under the contract of insurance.

MATERIAL FACTS

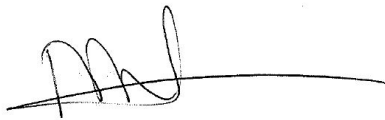
Since an insurance contract is based upon duty of utmost good faith, it is important that those seeking insurance should provide full disclosure of all material facts to insurers and that this information should be kept updated. The courts will find a fact to be 'material' where it would affect the judgment of a prudent Underwriter as to whether or not to accept the risk at the particular terms offered.

The practical advice, which we give to client or producers, is this: If you are in doubt we recommend that you advise the information to insurers.

It is understood and agreed that wherever the words "Insured, Company and Policy" appear in this wording they are deemed to read "Assured, Underwriters and Certificate" respectively.

In witness whereof this certificate has been signed in London this Thursday, July 2, 2020.

By

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke at the end.

for and behalf of the Intermediary.

**PROPERTY AND LIABILITY POLICY
(EXCLUDING FLOOD AND EARTHQUAKE)**

SECTION I - PROPERTY

1. **The Property Insured**
Coverage applies to Buildings and/or Structures as described in Clause B. (Property Insured) of the General Provisions.
2. **The Amount of Insurance**
The amount of insurance under this Policy shall be as set forth in Clause D. (Limits of Liability) of the General Provisions.
3. **Deductible(s)**
An amount shall be deducted from each loss under this Policy in accordance with Clause E (Deductibles to be applied) of the General Provisions.
4. **Premium and Rates**
This Policy shall be subject to a Premium in the amount set out in the Declaration Page of this Policy.
5. **Notification of Claims**
Any happening likely to give rise to a claim under this Policy shall be notified in writing to the nominee as detailed in the Declaration Page of this Policy as soon as practicable but in no event later than sixty days from the date of said happening.

INSURING AGREEMENT

The Underwriters will provide the insurance described in this Policy in return for the premium and compliance with all applicable provisions of this Policy. The Mortgagor of property covered by this Policy shall be considered an Additional Insured in respect of any residual amounts of insurance over and above the Named Insured's interest in the said property. The Named Insured shall be liable for the premium(s) due under this Policy.

GENERAL PROVISIONS

- A **TERM:** Coverage shall apply to each insured property from the effective date requested by the Named Insured in the required monthly reports. If the insurance afforded by this Policy is also provided by other insurance terminating at noon on the inception date of coverage, insurance under this Policy shall not become effective until such other insurance has terminated. No coverage shall extend beyond the expiry of this Policy.
- B. **PROPERTY INSURED:** Coverage applies only to Buildings and/or Structures for which the Named Insured has specifically requested coverage in accordance with the procedures herein defined and in which the Named Insured has an insurable interest as Owner, Mortgagee, or as Servicing Agent by written agreement.
- C. **PERILS INSURED AGAINST:** Subject to its exclusions, conditions and all other provisions this Policy insures against All Risks of Direct Physical Damage.
- D. **LIMITS OF LIABILITY:** The Underwriters Limit of Liability shall not exceed the least of the following after application of the deductible stated in this Policy:-
 - 1) The per each location limit as set out in the Declaration Page of this Policy.
 - 2) The amount of the insurance under the last report issued as stated in compliance with Clause F. (Request for Coverage Reports);
 - 3) In respect of residential property, the amount(s) derived from the application of Residential Property Section Condition 1;
 - 4) In respect of non-residential property, the amount(s) derived from the application of the Valuation Clause of the General Property Section.
- E. **DEDUCTIBLES TO BE APPLIED:** Each Loss or series of Losses at any location arising from any one event shall be adjusted separately and from the amount of each adjusted loss the amount(s) as set out in the Declaration Page of this Policy shall be deducted.

- F. DEMOLITION AND FORECLOSURE EXPENSE: If there is a constructive total loss to a building covered by this Policy and resulting from an insured peril the Underwriters will provide within the Limits of Liability and subject to the applicable deductible an additional amount of insurance to cover loss due to necessary demolition of the undamaged portion of this risk and/or foreclosure expenses incurred. The additional amount of insurance will be the lesser of:
- (a) USD5,000 per occurrence; or
 - (b) Ten percent (10%) of the amount of insurance applicable to the insured property.

- G. DEBRIS REMOVAL AND COST OF CLEAN UP CLAUSE: Notwithstanding any provision respecting debris removal and/or cost of clean-up in the Policy to which this Clause forms a part of, in the event of Direct Physical Damage to the property insured hereunder, this Policy (subject otherwise to its terms, conditions and limitations, including but not limited to any applicable deductible) also insures, within the sum insured but not exceeding USD10,000 per occurrence
- (a) expenses reasonably incurred in removal of debris of the property insured hereunder destroyed or damaged from the premises of the Insured; and/or
 - (b) cost of clean-up, at the premises of the Insured, made necessary as a result of such Direct Physical Loss or Damage;

PROVIDED that this Policy does not insure against the costs of decontamination of any substance or material on or under such premises, nor does this Policy insure against the cost to remove water, soil or any other naturally occurring substance or material.

It is a condition precedent to recovery under this Clause that Underwriters shall have paid or agreed to pay for Direct Physical Loss or Damage to the property insured hereunder unless such payment is precluded solely by the operation of any deductible and that the Insured shall give notice to the Underwriters of intent to claim for cost of removal of debris or cost of clean-up NOT LATER THAN 12 MONTHS AFTER THE DATE OF SUCH PHYSICAL LOSS OR DAMAGE.

- H. LOSS SETTLEMENT: In the event of loss of or damage to property insured hereunder by a cause not excluded the insurable interest of the Named Insured shall be ascertained and the loss settlement shall apply as follows:
- (a) if the Named Insured is the owner of the property the Loss shall be settled with the Named Insured;
 - (b) if the Named Insured is a Mortgagee or a Servicing Agent by written agreement, and if there is a Total or Constructive Total Loss the Loss shall be settled with the Named Insured and any Additional Insured named in respect of such property in the Monthly Reports as their interest may appear.

I. CANCELLATION:

1. Cancellation for Non-Payment of Premium:

If the Named Insured fails to discharge, when due, any of its obligations in connection with the payment of premiums this Policy may be cancelled by the Underwriters by mailing to the Named Insured at the last mailing address known by the Underwriters written notice of cancellation at least ten (10) days prior to the effective date of cancellation.

2. Cancellation by the Underwriters for Reasons other than Non-Payment of Premium:

This Policy may be cancelled by the Underwriters, for any reason, by mailing to the Named Insured at the last mailing address known to the Underwriters written notice of cancellation at least thirty (30) days prior to the effective date of cancellation.

3. Cancellation by the Named Insured:

This Policy may be cancelled at the written request of the Named Insured upon surrender of this Policy or properly executed policy release to the Underwriters. When this Policy is cancelled any unearned premiums will be refunded within a reasonable time after the date of cancellation takes effect.

- J. NON-RENEWAL: If this Policy is not cancelled and is not renewed by the Underwriters then it shall be automatically extended for a period of one (1) calendar month subject to the payment of the appropriate additional premium as derived from the Monthly Report in order that the Named Insured may seek alternative insurance.
- K. INSURED: Wherever the term "Insured" is used herein it shall be understood to mean the Named Insured and/or Additional Insured as relevant according to the text.

RESIDENTIAL PROPERTY SECTION

When Residential Property is declared by the Named Insured under the required Monthly Reports, the following shall apply:

A. BUILDINGS AND STRUCTURES insured includes:

1. The dwelling on the Described Location, used principally for dwelling purposes, not to exceed four (4) living units including, but not limited to, individually owned townhouse or permanently situated mobile homes;
2. Structures attached to the dwelling;
3. Materials and supplies on or adjacent to the Described Location for use in the construction, alteration or repair of the dwelling or other structures on this location; and
4. If not otherwise covered in this Policy, fixtures, building equipment and outdoor equipment used for the service of and located on the Described Location. Providing that the values of the same have been included in the sums declared to Underwriters.

B. OTHER STRUCTURES:

The Underwriters insure other structures on the Described Location, separated from the dwelling by clear space. Structures connected to the dwelling by only a fence, utility line or similar connection are considered to be other structures it being understood and agreed that the limit of Underwriters liability in respect of other Structures shall be Ten percent (10%) of the amount insured applicable to A. above.

Other structures shall not include those:

1. Used in whole or part for commercial, manufacturing or farming purposes; or
2. Rented or held for rental to any person not a tenant of the dwelling unless used solely as a private garage.

C. PROPERTY NOT INSURED:

1. Outdoor trees, shrubs and plants.
2. Outdoor swimming pools; fences, piers, wharves and docks; beaches or diving platforms or appurtenances; retaining walls not constituting a part of building; walks, roadways and other paved surfaces.
3. The cost of excavating, grading, back-filling or filling.
4. Personal property of any kind, except as describes in A.4. above.
5. Foundations of buildings, structures, machinery, or boilers if their foundations are below:
 - (a) The lowest basement floor; or
 - (b) The surface of the ground if there is no basement.
6. Land (including land on which the property is located), water, growing crops or lawns or any interest in any of the foregoing.
7. Pilings, piers, pipes, flues and drains which are underground.
8. Pilings which are below the low water mark.
9. Dwellings and other structures with unrepaired damage existing prior to individual coverage effective Inception.

D. OTHER COVERAGES:

1. Reasonable Repairs: The Underwriters will pay the reasonable cost incurred for necessary repairs made solely to protect the property covered by this Policy from further damage if there is coverage for the peril causing the damage. Use of this coverage is included in the Limit of Liability that applies to the property being repaired.

2. Collapse:
- a. This Policy insures against risk of Direct Physical Loss involving collapse of a building or any part of a building caused only by one or more of the following:
 - 1) fire; lightning, windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism or malicious mischief; breakage of glass; falling objects; weight of snow, ice or sleet, water damage; all only as insured against in this Policy;
 - 2) hidden decay;
 - 3) hidden insect or vermin damage;
 - 4) weight of people or personal property;
 - 5) weight of rain which collects on a roof.
 - b. The Underwriters shall not be liable for loss to the following types of property under Items 2), 3), 4) and 5), unless the loss is a direct result of the collapse of a building, outdoor radio or television antennae, including their lead in wiring, masts or towers; awnings; gutters and downspouts; yard fixtures.
 - c. Collapse does not include settling, cracking, shrinkage, bulging or expansion.
 - d. This Additional Coverage does not increase the amount(s) of insurance provided.

CONDITIONS APPLICABLE TO THE RESIDENTIAL PROPERTY SECTION

1. In the event of insured loss under this Section the valuation basis shall be as follows:-
- (a) Structures that are not buildings at actual cash value at the time of damage but not exceeding the amount necessary to repair or replace.
 - (b) Awnings, outdoor antennae and outdoor equipment whether or not attached to buildings, at actual cash value at the time of damage but not exceeding the amount necessary to repair or replace.
 - (c) Buildings covered under this Section at replacement cost without deduction for depreciation subject to the following:
 - (1) The Underwriters will pay the cost of repair or replacement, without deduction for depreciation, but not exceeding the smallest of the following amounts:
 - (a) The Limit of Liability under this Policy applying to the building;
 - (b) The replacement cost of that part of the building damaged for equivalent construction and use on the same premises; or
 - (c) The amount actually and necessarily spent to repair or replace the damaged building.
 - (2) When the cost to repair or replace the damage is more than USD1,000 or more than 5% of the amount of insurance in this Policy on the building, whichever is less, the Underwriters will pay no more than the actual cash value of the damage until actual repair or replacement is completed.
 - (3) The replacement cost loss settlement provisions may be disregarded and claim may be made under this Policy for damage to buildings on an actual cash value basis and then Claim may be made within 180 days after loss for any additional liability on a replacement cost basis.
2. Glass Replacement: Covered damage to glass shall be settled on the basis of replacement with safety glazing materials when required by ordinance or law.
3. Death: If any person named in the Monthly Reports or the spouse, if a resident of the same household, dies the Underwriters insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the Policy at the time of death.

This Section shall also be subject to the GENERAL PROVISIONS, EXCLUSIONS and CONDITIONS of this Policy.

GENERAL PROPERTY SECTION

When Non-residential Property is declared by the Named Insured under the required Monthly Reports, the following shall apply:

A. PROPERTY INSURED:

The Underwriters shall insure "Buildings" in accordance with the following description:

Building(s) or Structure(s) shall include attached additions and extensions; fixtures; machinery and equipment constituting a permanent part of and pertaining to the service of the building; yard fixtures; personal property of the Named Insured used for the maintenance or service of the described building(s), including fire extinguishing apparatus, outdoor furniture, floor coverings and appliances for refrigerating, ventilating, cooking, dishwashing and laundering (but not including other personal property in apartments or rooms furnished by the Named Insured as landlord); all while at the described location(s), providing that the values of the same have been included in the sums declared to Underwriters.

B. PROPERTY NOT INSURED

1. Outdoor signs, whether or not attached to a building or structure;
2. Outdoor trees, shrubs and plants;
3. Outdoor swimming pools; fences, piers, wharves and docks; beaches or diving platforms or appurtenances; retaining walls not constituting a part of building; walks, roadways and other paved surfaces;
4. Accounts, bills, currency, deeds, evidence of debt, money, notes, or securities, nor unless specifically named hereto in writing and agreed by Underwriters, bullion or manuscripts;
5. The cost of excavation, grading, backfilling or filling;
6. Foundations of buildings, structures, machinery, or boilers if their foundations are below:
 - (A) The lowest basement floor; or
 - (B) The surface of the ground if there is no basement;
7. Land (including land on which the property is located), water, growing crops or lawns or any interest in any of the foregoing;
8. Radio or television antennae including their lead in wiring, masts, or towers;
9. Pilings, piers, pipes, flues and drains which are underground;
10. Pilings which are below the low water mark.
11. Any Building and/or Alteration under construction, except this policy will allow minor renovation and/or repairs of a non-structural nature.

VALUATION

The following bases are established for valuation of Non-residential property:

1. All property at actual cash value, except as provided below or by endorsement.
2. Tenant's Improvements and Betterments:
 - A. If repaired or replaced at the expense of the Insured within a reasonable time after damage, the actual cash value of the damaged or destroyed improvements and betterments.
 - B. If not repaired or replaced within a reasonable time after damage that proportion of the original cost at time of installation of the damaged or destroyed property which the unexpired term of the lease or rental agreement, whether written or oral, in effect at the time of damage, bears to the period from the dates such improvements or betterments were made to the expiration of the lease.

This Section shall also be subject to the GENERAL PROVISIONS, EXCLUSIONS and CONDITIONS of this Policy.

PERILS INSURED AGAINST BY THIS POLICY

The Underwriters will insure for All Risks of Direct Physical Damage except with regard to the following causes:

CAUSES NOT INSURED AGAINST BY THIS POLICY

1. SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION
Notwithstanding any provision in this Policy or in any endorsement which forms a part of this Policy, this Policy does not insure against loss, damage, costs or expenses in connection with any kind or description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever.

NEVERTHELESS if fire not excluded from this Policy and a fire arises directly or indirectly from seepage and/or pollution and/or contamination any damage insured under this Policy arising from that fire shall (subject to the terms, conditions and limitations of the Policy) be covered.

However, if the insured property is the subject of Direct Physical Damage for which Underwriters shall have paid or agreed to pay then any further damage by seepage and/or pollution and/or contamination

directly and immediately resulting from such Direct Physical Damage shall not be excluded solely by this Clause.

The Insured shall give notice to the Underwriters of intent to claim NO LATER THAN 12 MONTHS AFTER THE DATE OF THE ORIGINAL PHYSICAL LOSS OR DAMAGE.

Nothing in this Clause shall override any Radioactive Contamination Exclusion Clause in this Policy.

2. **AUTHORITIES EXCLUSION:** Notwithstanding any of the preceding provisions or any provision of the Policy this Policy does not insure against loss, damage, costs, expenses, fines and penalties incurred or sustained by or imposed on the Assured at the order of any Government Agency, Court or other Authority arising from any cause whatsoever.
 3. **ORDINANCE OR LAW:** The Underwriters shall not be liable for Loss or Damage, including debris removal expense, occasioned directly or indirectly by enforcement of any ordinance or law regulating the use, construction, repair or demolition of property, unless such liability is otherwise specifically assumed by endorsement.
 4. **POWER FAILURE:** The Underwriters shall not be liable for Loss or Damage caused directly or indirectly by the interruption of power or other utility service furnished to the described premises if the interruption takes place away from the described premises. If a peril insured against ensues on the described premises, the Underwriters shall be liable for only their proportion of damage caused by the ensuing peril.
 5. **WAR RISK:** The Underwriters shall not be liable for Loss caused directly or indirectly by:
 - A. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack:
 - (1) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or
 - (2) by any military, naval or air forces; or
 - (3) by an agent or any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such government, power, authority or forces;
 - B. Invasion, insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authority in hindering, combating or defending against such an occurrence.
 6. **WATER EXCLUSION:** The Underwriters shall not be liable for Loss or Damage caused by, resulting from, contributed to or aggravated by any of the following:
 - A. Flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing all whether driven by wind or not;
 - B. Water which backs up through sewers or drains;
 - C. Water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows, or any other opening in such sidewalks, driveways, foundations, walls or floors;
- Unless a peril insured against ensues, and then the Underwriters shall be liable for only their proportion of damage caused by the ensuing peril.
7. **EARTH MOVEMENT:** The Underwriters shall not be liable for Loss or Damage caused by, resulting from, contributed to or aggravated by any of the following:
 - A. Any earth movement such as earthquake, landslide or earth sinking, rising or shifting. But if fire results, damage from such fire shall not be excluded solely by this exclusion.
 - B. Volcanic eruption, explosion or effusion. But if Fire results, damage from such fire shall not be excluded solely by this exclusion.
 8. **ELECTRICAL APPARATUS:** The Underwriters shall not be liable for any loss resulting from any electrical appliances, devices, fixtures or wiring caused by electrical current artificially generated unless Fire

ensues, and then the Underwriters shall be liable for only their proportion of loss caused by the ensuing Fire.

9. **RADIOACTIVE CONTAMINATION EXCLUSION:** 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 be covered **EXCLUDING** however all loss or damage caused by nuclear reaction, nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

*** 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**

10. **COLLAPSE:** This Policy does not insure against Loss or Damage resulting from collapse of the insured property except to the extent as expressed in Clause D.2. of the **GENERAL PROVISIONS** of this wording.

In respect of following Items 11. to 17. inclusive, any ensuing damage due to a consequent cause shall not be excluded solely by these exclusions.

11. Freezing of a plumbing, heating or air conditioning system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing while the dwelling is vacant, unoccupied or being constructed unless the Insured has used reasonable care to:
- (a) Maintain heat in the building; or
 - (b) Shut off the water supply and drain the system and appliances of water.
12. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a fence, pavement patio, swimming pool, foundation, retaining wall, bulkhead, pier, wharf or dock.
13. Theft of any property which is not actually part of any building or structure covered;
14. Theft in or to a dwelling or structure under construction;
15. Wind, hail, ice, snow or sleet to outdoor radio and television antennae and aerials including their lead-in-wiring, masts or towers,
16. Continuous or repeated seepage or leakage of water or steam over a period of time from within a plumbing, heating or air conditioning system or from within a household appliance;
17. Wear and tear; marring; deterioration; inherent vice; latent defect; mechanical breakdown; rust; mold; wet or dry rot; contamination; smog; smoke from agricultural smudging or industrial operations; settling, cracking, shrinking, bulging, or expansion of pavements patios, foundations, walls, floors, roofs or ceilings; birds, vermin, rodents, insects or domestic animals. If any of these cause water to escape from plumbing, heating or air conditioning system or household appliance, the Underwriters cover damage caused by water. The Underwriters also cover the cost of tearing out and replacing any part of a building necessary to repair the system or appliance. The Underwriters do not cover damage to the system or appliance from which this water escaped.

DEFINITIONS:

If Windstorm is not excluded then the following definition shall be included:

Windstorm means the direct action of wind, including wind driven water when associated with or occurring in conjunction with a storm or weather disturbance.

With respect to the peril of Windstorm, any and all losses from this cause within a Seventy-Two (72) hour period or within a period of continued hurricane, typhoon, windstorm, rainstorm, hailstorm and/or tornado shall be deemed to be a single loss. Underwriters shall not be liable for any loss caused by any hurricane, typhoon, windstorm, rainstorm, hailstorm, and or tornado occurring before the effective date and time of this Policy nor any loss occurring after expiration date and time of this Policy.

GENERAL CONDITIONS

1. **POLICY PERIOD:** This Policy applies only to damage which occurs during the Policy Period.

2. TERRITORIAL LIMITS: This Policy covers only within the limits of the United States, its territories and possessions and Canada.
3. CONTROL OF PROPERTY: This Insurance shall not be prejudiced by any act or neglect of any person when such act or neglect is not within the control of the Insured.
4. PERMITS AND USE: Except as otherwise provided, permission is granted:
 - A. To make additions, alterations and repairs. This Policy insofar as it covers building(s) or structure(s), is extended to cover additions, alterations and repairs, when not otherwise covered by insurance, including temporary structures constructed on site, materials, equipment and supplies therefor on or within 100 feet of the described premises: and this Policy, insofar as it covers contents, is extended to cover contents in such additions.
 - B. In the event of loss hereunder, to make reasonable repairs, temporary or permanent, provided such repairs are confined solely to the protection of the property from further damage, and provided further that the Insured shall keep an accurate record of such repair expenditures. The cost of any such repairs directly attributable to damage by any perils insured hereunder shall be included in determining the amount of loss hereunder. Nothing herein contained is intended to modify the Policy requirements applicable in case loss occurs, and in particular the requirement that in case loss occurs the Insured shall protect the property from further damage.
 - C. For such unoccupancy as is usual or incident to described occupancy, "Unoccupied" or "Unoccupancy" means containing contents pertaining to occupancy of the building while operations or other customary activities are suspended;
5. PRIMARY INSURANCE: The Insurance provided is considered Primary Insurance. The Underwriters acknowledge and permit Excess Insurance covering the same interest(s) insured hereunder.
6. SALVAGE AND RECOVERIES: When, in connection with any damage covered by this Policy, any salvage or recovery is received subsequent to the payment of such loss, the loss shall be refigured on the basis on which it would have been settled had the amount of salvage or recovery been known at the time the amount of loss was originally determined. Any amounts thus found to be due any party shall be promptly paid.
7. INSPECTION AND AUDIT: The Underwriters shall be permitted at all reasonable times to inspect the property covered and to examine Named Insured's and/or the mortgagor's records at any time during the currency of this Policy and within one year after final settlement of any claim so far as the books and records relate to any payments made because of losses happening during the term of this Policy. Underwriters waive no rights and undertake no responsibilities by reason of such inspection or examination or the omission thereof.

The Underwriters shall also be permitted at all reasonable times to audit Named Insured's records to verify the number of existing loans for which renewal policies have not been received.
8. REINSTATEMENT: It is understood and agreed that any claim under this Policy shall not reduce the limits of recovery hereunder, except in respect of any Annual Aggregate Limits.
9. ABANDONMENT OF PROPERTY: The Underwriters need not accept any property abandoned by the Insured.
10. INCREASE IN HAZARD: The Underwriters shall not be liable for any Loss occurring while the hazard is increased by any means within the Insured's knowledge or control.
11. CONFORMITY TO STATUTE: Any terms of this Policy which are in conflict with the statutes of the state wherein this Policy is applicable are hereby amended to conform to such statutes.
12. OTHER INSURANCE: This Policy does not insure:-
 - a) Any damage or any property which is more specifically insured elsewhere;
nor
 - b) Any damage or any property which but for the existence of this Policy would be insured elsewhere;

except, where such amounts insured elsewhere are less than the applicable limit or sublimit insured by this Policy, this Policy insures for the difference between the amounts insured elsewhere and the applicable limit or sub-limit of this Policy.

13. **DUTIES IN THE EVENT OF DAMAGE:** The Insured must see that the following are done in the event of damage to covered property:
- (a) Notify the Police if law may have been broken.
 - (b) Give the Underwriters immediate written notice of the damage. Include a description of the property involved.
 - (c) Take all reasonable steps to protect the Covered Property from further damage. If feasible, set the damage aside and in the best possible order for examination. Also keep a record of all expenditures for consideration in the settlement of claim.
 - (d) At the Underwriters request, give complete inventories of the damaged and undamaged property include quantities, costs, actual cash value and amount of loss claim.
 - (e) Permit the Underwriters to inspect the property and records proving the loss or damage.
 - (f) If requested, permit the Underwriters to question you under oath at such times as may be reasonably required about any matter relating to this insurance or the claim, including books and records.
 - (g) Within sixty (60) days after the loss submit to the Underwriters a proof of loss, signed and sworn by the Insured stating their knowledge and belief on the following:-
 - (1) The time and date of the damage.
 - (2) Insureds interest and the interest of all others in the property.
 - (3) The actual cash value of each item and the amount of damage.
 - (4) All encumbrances.
 - (5) All other contracts of insurance, whether valid or not, covering any of the said property.
 - (6) Any changes in the title, use, occupation, location, possession or exposure of the covered property since the issuing of this Policy.
 - (7) By whom and for what purpose any building herein described was occupied at the time of damage.
 - (8) Whether or not the property stood on leased ground.
 - (9) Furnish a copy of all descriptions and schedules in all policies and, if required, verify plans and specifications of any building, fixtures or machinery destroyed or damaged.
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SECTION II - COMMERCIAL GENERAL LIABILITY

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

Throughout this Policy the words “you” and “your” refer to the Named Insured shown in the Declarations and any other person or organization as a Named Insured under this Policy. The words “we”, “us” and “our” refer to Underwriters providing this Insurance.

The word “Insured” means any person or organization qualifying as such under **SECTION B - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION E - DEFINITIONS**.

DEDUCTIBLES

A deductible of USD NIL shall apply to each occurrence arising out of “bodily injury”, “property damage”, “personal injury” or “advertising injury” coverage granted by this Insurance.

COVERAGE

This Insurance applies to “bodily injury”, “property damage”, “personal injury” or “advertising injury” arising out of the ownership, maintenance or use of Covered Property and to covered medical payments arising from “bodily injury” caused by an accident occurring on Covered Property.

Covered Property shall mean any premises that:-was security for a loan provided by the Named Insured and has been acquired by the Named Insured through deed in lieu foreclosure or repossession proceedings; and
(i) has been declared to Underwriters in accordance with the reporting provisions of this Insurance.

REPORTING PROVISIONS

~~This Insurance only applies to those properties specified in the reporting forms furnished to Underwriters and coverage hereunder shall attach on the effective date indicated in said reporting form.~~

~~Within fifteen days of the last day of each month Underwriters will be provided by the Named Insured with a complete listing of all properties in respect of which coverage is required including type of premises, address or legal description, effective date of coverage, limits of insurance and amount of premium due.~~

~~The earned premium for each monthly period or part thereof shall be calculated at the rates set out in the Declaration Page of this Policy.~~

***SPECIAL CONDITIONS**

- (1) This insurance does not apply to “bodily injury” or “property damage” which occurs or to “personal injury” or “advertising injury” arising out of an offense before the date that liability for the relevant Covered Property attached under this Policy in accordance with the reporting provisions contained herein.
- (2) In no event shall this insurance provide any coverage whatsoever for damages and/or defense costs incurred by a Borrower who at any time has entered into a loan agreement with the Named Insured in connection with a Covered Property.

SECTION A - COVERAGES

COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the Insured becomes legally obligated to pay as damages because of “bodily injury” or “property damage” to which the Insurance applies. We will have the right and duty to defend any “suit” seeking those damages. We may at our discretion investigate any “occurrence” and settle any claim or “suit” that may result. But:
 - (1) The amount we will pay for damages is limited as described in **SECTION C - LIMITS OF INSURANCE**; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgements or settlements under Coverages A or B or medical expenses under Coverage C.No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under - **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.**
- b. This Insurance applies to “bodily injury” and “property damage” only if:
 - (1) The “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory”; and
 - (2) The “bodily injury” or “property damage” occurs during the policy period.
- c. Damages because of “bodily injury” include damages claimed by any person or organization for care, loss of services or death resulting at any time from the “bodily injury”.

2. Exclusions

This Insurance does not apply to:

- a. “Bodily injury” or “property damage” expected or intended from the standpoint of the Insured. This exclusion does not apply to “bodily injury” resulting from the use of reasonable force to protect persons or property.
- b. “Bodily injury” or “property damage” for which the Insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
 - (1) Assumed in a contract or agreement that is an “Insured contract”, provided the “bodily injury” or “property damage” occurs subsequent to the execution of the contract or agreement; or
 - (2) That the Insured would have in the absence of the contract or agreement.
- c. “Bodily injury” or “property damage” for which any Insured may be held liable by reason of:
 - (1) Causing or contributing to the intoxication of any person;
 - (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
 - (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This Exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

- d. Any obligation of the Insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

- e. "Bodily injury" to:

- (1) An employee of the Insured arising out of and in the course of employment by the Insured; or
- (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This Exclusion applies:

- (1) Whether the Insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This Exclusion does not apply to liability assumed by the Insured under an "insured contract".

- f. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants;
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any Insured;
 - (b) At or from any premises, site or location which is or was at any time used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any Insured or any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any Insured or any contractors or sub-contractors working directly or indirectly on any Insured's behalf are performing operations;
 - (i) if the pollutants are brought on or to the premises, site or location in connection with such operations by such Insured, contractor or sub-contractor; or
 - (ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of pollutants.

Sub-paragraphs (a) and (d)(i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this Exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

- (2) Any loss, cost or expense arising out of any:
- (a) request, demand or order that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
 - (b) claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

"Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any Insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the Insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment" (Section E.8).

- h. "Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any Insured; or
- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

- i. “Bodily injury” or “property damage” due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This Exclusion applies only to liability assumed under a contract or agreement.
- j. “Property damage” to:
 - (1) Property you own, rent or occupy;
 - (2) Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;
 - (3) Property loaned to you;
 - (4) Personal property in your care, custody or control;
 - (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the “property damage” arises out of those operations; or
 - (6) That particular part of any property that must be restored, repaired or replaced because “your work” was incorrectly performed on it.

Paragraph (2) of this Exclusion does not apply if the premises are “your work” and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this Exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this Exclusion does not apply to “property damage” included in the “products-completed operations hazard”.

- k. “Property damage” to “your property” arising out of it or any part of it.
- l. “Property damage” to “your work” arising out of it or any part of it and included in the “products-completed operations hazard”.

This Exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

- m. “Property damage” to “impaired property” or property that has not been physically injured, arising out of:
 - (1) A defect, deficiency, inadequacy or dangerous condition in “your product” or “your work”; or
 - (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This Exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to “your product” or “your work” after it has been put to its intended use.

- n. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
 - (1) “Your product”;
 - (2) “Your work; or
 - (3) “Impaired property;if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through n. do not apply to damage by fire to premises rented to you. A separate limit of insurance applies to this coverage as described in **SECTION C - LIMITS OF INSURANCE**.

COVERAGE B. - PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the Insured becomes legally obligated to pay as damages because of “personal injury” or “advertising injury” to which this Insurance applies. We will have the right and duty to defend any “suit” seeking those damages. We may at our discretion investigate any “occurrence” or offense and settle any claim or “suit” that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION C - LIMITS OF INSURANCE**; and
 - (2) Our rights and duty to defend end when we have used up the applicable limit of insurance in the payment of judgements or settlements under Coverage A or B or medical expenses under Coverage C.
- No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**.

- b. This insurance applies to:

- (1) “Personal Injury” caused by any offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;
 - (2) “Advertising Injury” caused by an offense committed in the course of advertising your goods, products or services,
- but only if the offense was committed in the “coverage territory” during the policy period.

2. Exclusions.

This Insurance does not apply to:

- (a) “Personal Injury” or “Advertising Injury”:
- (1) arising out of oral or written publication of material, if done by or at the direction of the Insured with knowledge of its falsity;
 - (2) arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
 - (3) arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the Insured; or
 - (4) for which the Insured has assumed liability in a contract or agreement. This Exclusion does not apply to liability for damages that the Insured would have in the absence of the contract or agreement.
- (b) “Advertising Injury” arising out of:
- (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
 - (2) The failure of goods, products or services to conform with advertised quality of performance;
 - (3) The wrong description of the price of goods, products or services; or
 - (4) An offense committed by an Insured whose business is advertising, broadcasting, publishing or telecasting.

COVERAGE C. - MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for “bodily injury” caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

PROVIDED THAT:

- (1) The accident takes place in the “coverage territory” and during the Policy Period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for “bodily injury”:

- a. to any Insured;
- b. to a person hired to do work for or on behalf of an Insured or a tenant of any Insured;
- c. to a person injured on that part of premises you own or rent that the person normally occupies;
- d. to a person, whether or not an employee of any Insured, if benefits for the “bodily injury” are payable or must be provided under a workers compensation or disability benefits law or a similar law;
- e. to a person injured while taking part in athletics;
- f. included within the “products-completed operations hazard”;
- g. excluded under Coverage A;
- h. due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim or “suit” we defend:

1. All expenses we incur.
2. Up to USD250 for cost of bail bonds, required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to USD100 a day because of time off from work.
5. All costs taxed against the Insured in the “suit”.
6. Pre-judgement interest awarded against the Insured on that part of the judgement we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgement interest based on that period of time after the offer.
7. All interest on the full amount of any judgement that accrues after entry of the judgement and before we have paid, offered to pay, or deposited in court the part of the judgement that is within the applicable limit of insurance.

These payments are included within the limits of insurance.

SECTION B - WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are an Insured, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an Insured. Your members, your partners, and their spouses are also Insureds, but only with respect to the conduct of your business.
 - c. An organization other than a partnership or joint venture, you are an Insured. Your executive officers and directors are also Insured, but only with respect to their duties as your officers or directors. Your stockholders are also Insured, but only with respect to their liability as stockholders.
2. Each of the following is also an Insured:
 - a. Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, no employee is an Insured for:
 - (1) “Bodily injury” or “personal injury” or to you or to a co-employee while in the course of his or her employment, or the spouse, child, parent, brother or sister of that co-employee as a consequence of such “bodily injury” or “personal injury”, or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or
 - (2) “Bodily injury” or “personal injury” arising out of his or her providing or failing to provide professional health care services; or
 - (3) “Property damage” to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).
 - b. Any person (other than your employee), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage part.
3. With respect to “mobile equipment” registered in your name under any motor vehicle registration law, any person is an Insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an Insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an Insured with respect to:
- a. “Bodily injury” to a co-employee of the person driving the equipment; or
 - b. “Property damage” to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an Insured under this provision.
4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Assured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the Policy Period, whichever is earlier;
 - b. Coverage A does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to “personal injury” or “advertising injury” arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an Insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Assured in the Declarations.

SECTION C - LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds
 - b. Claims made or “suits” brought; or
 - c. Persons or organizations making claims or bringing “suits
- 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C; and
 - b. Damages under Coverage A, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”; and
 - c. Damages under Coverage B.
- 3. The Product-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of “bodily injury” and “property damage” included in the “products-completed operations hazard”.
- 4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all “personal injury” and all “advertising injury” sustained by any one person or organization.
- 5. Subject to 2. and 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expense under Coverage C.because of all “bodily injury”, “property damage”, “personal injury” and “advertising injury” arising out of any one “occurrence”.
- 6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of “property damage” to premises rented to you arising out of any one fire.
- 7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C. for all medical expenses because of “bodily injury” sustained by any one person.

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION D - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the Insured or the Insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any Insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved Insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Co-operate with us in the investigation, settlement or defense of the claim or "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.
- d. No Insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has right under this Coverage Part:

- a. to join us as a party or otherwise bring us into a "suit" asking for damages from an Insured; or
- b. to sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgement against an Insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. All agreed settlement means a settlement and release of liability signed by us, the Insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the Insured for a loss we cover under coverages A or B of this Coverage part, our obligations are limited as follows:-

a. Primary Insurance

This Insurance is primary except when b. below applies. If this Insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (2) That is Fire Insurance for premises rented to you; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Coverage A (Section I).

When this Insurance is excess, we will have no duty under Coverage A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the Insured's rights against all those other insurers.

When this Insurance is excess over other insurance; we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this Insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal share, we will contribute by limits. Under this method, each Insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable Limits of Insurance of all Assurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. ~~Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Assured. If the sum of the advance and audit premiums paid for the Policy term is greater than the earned premium, we will return the excess to the first Named Assured.~~

c. The first Named Assured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this Policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this Policy in reliance upon your representations.

7. Separation

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to this Coverage part of the First Named Assured, this Insurance applies:

a. As if each Named Assured were the only Named Assured; and

b. Separately to each Insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others to Us

If the Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When we do not renew

If we do not renew this Coverage Part, we will mail or deliver to the First Named Insured shown in the Declarations written notice of the non-renewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION E - DEFINITIONS

1. "Advertising Injury" means injury arising out of one or more of the following offences:

a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

b. Oral or written publication of material that violates a person's right of privacy;

c. Misappropriation of advertising ideas or styles of doing business; or

d. Infringement of copyright, title or slogan.

2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

3. “Bodily Injury” means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. “Coverage Territory” means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
 - c. All parts of the World if:
 - (1) The injury or damages arises out of:
 - (a) Goods or products made or sold by you in the territory described in a. above; or
 - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
 - (2) The Insured’s responsibility to pay damages is determined in a “suit” on the merits, in the territory described in a. above or in a settlement we agree to.
5. “Impaired Property” means tangible property, other than “your product” or “your work”, that cannot be used or is less useful because:
 - a. It incorporates “your product” or “your work” that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfil the terms of a contract or agreement; if such property can be restored to use by:
 - (1) The repair, replacement, adjustment or removal of “your product” or “your work”; or
 - (2) Your fulfilling the terms of the contract or agreement.
6. “Insured Contract” means:
 - a. A lease of premises;
 - b. A sidetrack agreement;
 - c. An easement of license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for “bodily injury” or “property damage” to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An “Insured Contract” does not include that part of any contract or agreement:

 - a. That indemnifies any person or organization for “bodily injury” or “property damage” arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
 - b. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
 - c. Under which the Insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the Insured’s rendering or failing to render professional services, including those listed in b. above and supervisory, inspection or engineering services; or
 - d. That indemnifies any person or organization for damages by fire to premises rented or loaned to you.
7. “Loading or Unloading” means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or “auto”;
 - b. While it is in or on an aircraft, watercraft or “auto”; or
 - c. While it is being moved from an aircraft, watercraft or “auto” to the place where it is finally delivered; but “loading or unloading” does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or “auto”.

8. "Mobile Equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building, cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing;
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building, cleaning, geophysical exploration, lightning and well servicing equipment.
9. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
10. "Personal Injury" means injury, other than "bodily injury", arising out of one or more of the following offences:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. Wrongful eviction from, wrongful entry into, or eviction of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - e. Oral or written publication of material that violates a person's right of privacy.
11. a. "Products-Completed Operations Hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
- (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned.
- b. "Your work" will be deemed completed at the earliest of the following times:
- (1) When all of the work called for in your contract has been completed;
 - (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site;
 - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- c. This hazard does not include "bodily injury" or "property damage" arising out of:
- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials;
 - (3) Products or operations for which the classification in the Coverage Part or in our manual of rules includes products or completed operations.
12. "Property Damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

- b. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the “occurrence” that caused it.
13. “Suit” means a civil proceeding in which damages because of “bodily injury”, “property damage”, “personal injury” or “advertising injury” to which this Insurance applies are alleged. “Suit” includes:
- a. an arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
 - b. any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
14. “Your product” means:
- a. Any goods or products other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
 - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- “Your product” includes:
- a. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of “your product”; and
 - b. The providing of or failure to provide warnings or instructions.
- “Your product” does not include vending machines or other property rented to or located for the use of others but not sold.
15. “Your work” means:
- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of “your work”; and
 - b. The providing of or failure to provide warnings or instructions.

MINIMUM EARNED PREMIUM CLAUSE

In the event of cancellation of this Policy by the Assured, a minimum earned premium of 25% as of inception shall become earned; (or as stated in the Declaration Page of this Policy) any conditions of the Policy to the contrary notwithstanding.

In the event of cancellation by the Underwriters for non-payment by the Assured, the minimum premium shall be due and payable; provided however, such non-payment cancellation shall be rescinded if the Assured remits the full premium within 10 days of receiving notice of it.

In the event of any other cancellation by the Underwriters, the earned premium shall be computed pro rata, not subject to the minimum premium.

AIF 2336 (01/98)

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LSW699

ENQUIRIES AND DISPUTES ENDORSEMENT

Should you wish to make a complaint or dispute concerning your premium or about a claim regarding the coverage under this policy you may do so either in writing or verbally to:- Thomas, Graham
graham.thomas@besso.co.uk

All other terms and conditions of this policy remain unchanged.

SEVERAL LIABILITY NOTICE

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.

All other terms and conditions remain unaltered

08/94

LSW1001 (Insurance)

LLOYD'S PRIVACY POLICY STATEMENT

UNDERWRITERS AT LLOYD'S, LONDON

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in our possession.

CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

06/03
LSW1135B

ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)

This Policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- (a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or
- (b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

17/12/97
NMA2802

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.

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.

06/02/03
NMA2962

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.

15/09/10
LMA3100

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

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, 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.

All other terms and conditions remain unaltered

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

Asbestos Endorsement

5) 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:

- The said building or structure must be insured under this Policy for damage by that Listed Peril.
- The Listed Peril must be the immediate, sole cause of the damage of the asbestos.
- 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.
- Insurance under this Policy in respect of asbestos shall not include any sum relating to:
 - any faults in the design, manufacture or installation of the asbestos;
 - asbestos not physically damaged by the Listed Peril including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.

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

LMA 5019 14/09/2005

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

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

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

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

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

- 1) Foreign agents;
- 2) Front organizations;
- 3) Terrorists;
- 4) Terrorist organizations; and
- 5) Narcotics traffickers;

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

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

USA HURRICANE MINIMUM EARNED PREMIUM ENDORSEMENT

The following terms and conditions will apply to this policy where the peril of windstorm is included:

1. If you cancel this policy, remove a location or reduce the amount of Insurance on a location that is within 75 miles of the Atlantic Ocean and/or the Gulf of Mexico in the states of North Carolina thru to Texas inclusive, and coverage existed any time during the period of June 1st to November 30th, the amount of premium we will return will be the Unearned Premium for the location. The Unearned Premium is the annual premium for the policy (or for the location removed or coverage reduced, as applicable) multiplied by the Unearned Factor noted below. The location premium is the 100% annual rate multiplied by the location value as scheduled in the most current Statement of Values on file with Underwriters.

1 year Policy

Days Policy In Force	Unearned Factor
001 to 180	25%
181 to 210	20%
211 to 240	15%
241 to 270	10%
271 to 300	5.0%
301 to 330	2.5%
331 to 365	0.0%

2. The provisions of this endorsement replace any short rate provisions stipulated in this policy for all locations that are within 75 miles of the Atlantic Ocean and/or the Gulf of Mexico in the states of North Carolina thru to Texas inclusive, and coverage existed any time during the period of June 1st to November 30th.

All other terms and conditions remain unchanged.

CIG-8000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART CRIME AND
FIDELITY COVERAGE PART STANDARD PROPERTY
POLICY

- 7) We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
- The failure, malfunction or inadequacy of:
 - Any of the following, whether belonging to any insured or to others:
 - Computer hardware, including micro-processors;
 - Computer application software;
 - Computer operating systems and related software;
 - Computer networks;
 - Microprocessors (computer chips) not part of any computer system; or
 - Any other computerized or electronic equipment or components; or
 - Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph A.1.a. of this endorsement;
- due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
- Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph A.1. of this endorsement.
- 8) If an excluded Cause of Loss as described in Paragraph A. of this endorsement results:
- In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
 - Under the Commercial Property Coverage Part:
 - In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss - Special Form; or
 - In a Covered Cause of Loss under the Causes Of Loss - Basic Form or the Causes Of Loss - Broad Form;
- we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.
- 9) We will not pay for repair, replacement or modification of any items in Paragraphs A.1.a. and A.1.b. of this endorsement to correct any deficiencies or change any features.

ASBESTOS ENDORSEMENT (PROPERTY)

- 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 policy period (subject to the terms and conditions of this Policy) by one of the following Listed Perils:

Fire; Smoke; 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 all limitations in the Policy to which this Endorsement is attached and, in addition, 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 to 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 Underwriters more than 12 (twelve) months after the expiration, or termination, of the Policy period.
 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.

APPRAISAL

This endorsement modifies insurance provided under this policy:

The following is hereby added under **Section I - PROPERTY, GENERAL PROVISIONS**:

Appraisal

If the Named Insured and Underwriters fail to agree on the value of the property or the amount of loss, as calculated in accordance with Clause D. (Limits of Liability) of the **GENERAL PROVISIONS**, either the Named Insured or Underwriters may make a written demand for appraisal. Appraisal is a condition precedent to the Named Insured bringing suit against Underwriters.

In the event of a demand for appraisal, each party shall choose a competent and disinterested appraiser within 20 days after receiving a written request from the other. During this same time period, the parties shall provide to each other in writing the name and contact information for their selected appraiser. The two appraisers shall select a competent and disinterested umpire.

If such appraisers cannot agree upon an umpire within 15 days after the selection of the second appraiser, the Named Insured or Underwriters shall request that the choice of a competent and disinterested umpire be made by a judge of a district court in the judicial district where the loss occurred. The Named Insured and Underwriters may also agree to delay selection of an umpire until the appraisers have first attempted to reach an agreement on the disputed items under Clause D. (Limits of Liability) of the **GENERAL PROVISIONS**. Each party must provide immediate notice to the other party of any request or motion to a court for appointment of an umpire and any hearing on that issue.

A judge's selection of an umpire at the request of one party without notice to the other party as described above shall invalidate that selection and require selection of a new umpire either by agreement of the appraisers or by another judicial selection as required herein.

Both the Named Insured and Underwriters and each of their representatives shall cooperate with the appraisal process, allow the appraisers and umpire reasonable and timely access to inspect the damaged property, and make reasonable efforts to allow completion of the appraisal process in a timely manner.

If the appraisers fail to reach agreement, in whole or in part, the appraisers shall submit only their differences to the umpire. An appraisal decision in writing of any two of these three, when received by Underwriters, shall set the amount of the loss and the value of the property. Any appraisal decision shall state the amount of loss that is in dispute under Clause D. (Limits of Liability) of the **GENERAL PROVISIONS**.

Each party will pay its own appraiser and bear the other expenses of the appraisal and umpire equally.

This appraisal decision shall be binding on the Named Insured and Underwriters concerning only the value of the property and the amount of loss in dispute under Clause D. (Limits of Liability) of the **GENERAL PROVISIONS**. Underwriters retain their right to deny all or part of the Named Insured's claim and to dispute liability for any portion of the appraisal decision.

The Named Insured retains the right to bring suit against Underwriters following the appraisal decision, subject to Texas law and compliance with the **LEGAL ACTION AGAINST UNDERWRITERS** provisions below:

No one may bring a legal action against Underwriters under this policy unless:

1. The appraisal process is completed and a determination is made in accordance with the Appraisal provision in this endorsement. Appraisal is a condition precedent to any suit or action against Underwriters under this policy if there is a dispute under Clause D. (Limits of Liability) of the **GENERAL PROVISIONS**. This condition precedent cannot be waived absent a written agreement signed by the Named Insured and Underwriters specifically and unequivocally waiving this condition; and
2. There has been **full** compliance with all of the terms, conditions and limitations of this policy; and
3. The suit or action is filed within 2 years and 1 day after the cause of action accrues. If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.

All other terms and conditions of this policy remain unchanged.

RENOVATION ENDORSEMENT

In the event of any renovation / repair work at the premises described in the Declarations the following conditions shall apply

CONTRACTORS INSURANCE

You must ensure that the builder, general contractor, project manager and all subcontractors carry Commercial Liability cover with minimum limits of liability of USD 1,000,000 per occurrence and USD 2,000,000 in the aggregate. Failure to comply with this condition will render this insurance null and void.

The Named Insured and any additional insured(s) under this policy are and will remain additional insureds by endorsement to the liability policy referred to the paragraph above.

WAIVERS OF SUBROGATION

You must not waive any rights of recovery against any person without our prior written agreement. Failure to comply with this condition will render this insurance null and void.

CONSTRUCTION DEBRIS

You must ensure that no burning of debris or waste will take place on the “insured premises”. Failure to comply with this condition will render this insurance null and void.

FIRE PROTECTIONS

You must ensure that visible and accessible fire extinguishers be placed on each level of the insured premises. Failure to comply with this condition will render this insurance null and void.

THEFT OF UNFIXED BUILDING MATERIALS

Theft of materials and supplies located on or next to the “insured premises” used to construct, alter or repair the dwelling or other structures on the “insured premises” is limited to USD 25,000 subject to the deductible shown in the Declarations.

All other terms and conditions remain unchanged.

MOLD, MILDEW AND FUNGUS LIMITED COVERAGE ENDORSEMENT

A.

Notwithstanding any provision to the contrary within this policy or any endorsement attached thereto this policy insures physical damage to property insured by mold, mildew or fungus but only when such damage is the direct result of physical loss or damage to property insured by one of the following Listed Perils occurring during the period of this policy.

Listed Perils

Fire; Accidental Discharge or Overflow of Water.

This coverage is subject to all limitations contained within this policy and, in addition, to each of the following specific limitations:

1. The said property must be insured by this policy for physical damage by the Listed Peril.
2. The insured must report to insurers the existence of the damage by mold, mildew or fungus as soon as practicable but in no event later than six months from the date that the Listed Peril first damaged the insured property. This policy does not insure any damage by mold, mildew or fungus first reported to insurers after such six month period.
3. Insurance under this policy in respect of mold, mildew or fungus shall not include any sum relating to:
 - (i) faulty workmanship, material, construction or design;
 - (ii) mold, mildew or fungus that is not the direct result of physical loss or damage to property by a Listed Peril during the period of this policy including any governmental or regulatory direction or request of whatsoever nature relating to such mold, mildew or fungus.
4. The maximum amount payable under this policy for insured damage and subsequent loss of use as insured hereunder this policy by mold, mildew or fungus including all related costs and expenses is USD *as stated on the Declarations Page* any one loss and in the aggregate.

B.

Except as set forth in the foregoing Section A this policy does not insure any loss, damage, claim, cost or 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.

Furthermore, it is understood that no coverage is provided under Section II of this Policy (if applicable) directly or indirectly arising out of or relating to mold, mildew or fungus of whatsoever nature.

The foregoing Sections A and B replace and supersede any provision in the policy that may provide insurance, in whole or in part, for these matters.

PRE-EXISTING CONDITION EXCLUSION

Notwithstanding any provision to the contrary within this policy or any endorsement thereto, it is agreed that this insurance excludes all loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any pre-existing condition of property at the inception date of this insurance.

All other terms and conditions remain unaltered.

POLLUTANT EXTRACTION AND REMOVAL COVERAGE**Coverage:**

Coverage under this Policy is amended to include Pollutant Extraction and Removal. This extension of coverage is provided in respect of necessary expense reasonably incurred to extract and remove pollutants from land or water, at any location declared within the monthly reporting form (as detailed within the Policy) - "covered property", if the release, discharge or dispersal of the pollutants is a direct result of loss or damage to the building or dwelling by an insured peril. This coverage includes the cost or expense of testing which is performed in the course of the extraction and removal of the pollutants, and excludes all other cost or expense to test for, assess, evaluate or monitor the existence, concentration or effects of pollutants.

Coverage hereunder is sub-limited to *as stated on the Declarations Page* of the declared value of the covered property up to a maximum of *as stated on the Declarations Page* any one occurrence.

Coverage is provided and will only pay should:

1. Underwriters have paid a claim for loss or damage to covered property;
2. The subject property having been declared in the monthly reports provided to underwriters;
3. The release, discharge or dispersal of the pollutants occurred within 168 hours of the loss or damage to the covered property; and
4. The release, discharge or dispersal is reported to Underwriters within 90 days of the date of the direct physical loss or damage.

Definition:

Pollutants means any solid, liquid or gaseous matter, including smoke, vapors, soot, fumes, acids, alkalis, chemicals, toxic matter or waste material (including materials to be recycled, reconditioned or reclaimed), or oil or other petroleum substances or derivatives (including any oil refuse or oil mixed with waste).

All other terms and conditions remain unaltered.

LIMITATIONS ON COVERAGE FOR ROOF SURFACING

Notwithstanding anything to the contrary contained elsewhere in the Policy to which this Endorsement is attached, it is understood and agreed that:-

- A. (i) In the event of Direct Physical Loss or Damage to the “Roof Surfacing” of the Building(s) or Structure(s) specified in the Schedule, as covered by the Policy to which this Endorsement is attached, the damaged “Roof Surfacing” shall be valued as follows:
Roofs aged up to 15 years: Replacement Cost, as per policy form
Roofs aged 15 to 30 years old: “Actual Cash Value”
at the time any such loss or damage occurs.
(ii) The following is added to PROPERTY NOT INSURED: Roofs aged 31 years or more.
- B. “Cosmetic Damage” to “Roof Surfacing” caused by the perils of Windstorm or Hail is excluded
- C. For the purpose of this Endorsement the following are added to DEFINITIONS:
 - i) “Roof Surfacing” means: shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing
 - ii) “Actual Cash Value” means: the amount it would cost to repair or replace the “Roof Surfacing”, on the date of loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation
 - iii) “Cosmetic Damage” means: the marring, pitting or other superficial damage that alters the appearance of the “Roof Surfacing”, but does not prevent the roof from continuing to function as a barrier to the entrance of the elements to the same extent as it did before the “Cosmetic Damage” occurred.

All other provisions of this policy apply.

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)

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, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
 - (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, or (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 any 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 by-product material; "source material", "special nuclear material", and "by-product 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) containing by-product 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 the 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 coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

ADDITIONAL LIABILITY EXCLUSIONS (2010) ENDORSEMENT

It is understood and agreed that:

- A. Coverages (Personal liability) and Coverage (Medical Payments) do not apply to “bodily injury” or “property damage”:
1. Arising out of or caused directly or indirectly by any Animal owned by the “insured” or for which the “insured” is responsible.
 2. Arising out of or caused directly or indirectly by any actual or alleged sexual molestation, corporal punishment, physical or mental abuse, assault or battery or any act or omission in respect of the prevention or suppression of such sexual molestation, corporal punishment, physical or mental abuse, assault or battery.
 3. Arising out of or caused directly or indirectly by the actual or alleged:
 - a) exposure to, inhalation, ingestion or existence of asbestos, or any other material, substance or structure containing asbestos; or
 - b) repair, removal, encapsulation, abatement, replacement or handling of asbestos, or any other material, substance or structure containing asbestos;

whether or not the asbestos is or was at any time airborne, contained in a product or structure, ingested, inhaled, transmitted in any fashion or found in any form whatsoever.

4. Arising out of or caused directly or indirectly by the actual or alleged:
 - a) exposure to, inhalation, ingestion or existence of 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; or
 - b) monitoring, testing, removal, encapsulation, abatement, treatment or handling of mold, mildew, fungus, spores or other microorganism as referred to in a) above.
5. Arising out of or caused directly or indirectly by the actual or alleged exposure to electromagnetic fields, whether naturally occurring or man-made.
6. Arising out of or caused directly or indirectly by the actual or alleged:
 - a) exposure to or existence of lead or any material or substance containing lead; or
 - b) repair, removal, encapsulation, abatement, replacement or handling of lead or any other material or substance containing lead;

whether or not the lead is or was at any time airborne, contained in a product, ingested, inhaled, transmitted in any fashion or found in any form whatsoever.

This exclusion also applies to any loss, cost, expense or damages, whether direct or consequential, arising out of any:

1. request, demand or order that any insured or others test for, monitor, clean up, remove, abate, contain, treat, or neutralise lead or any other material or substance containing lead or in any way respond to, or assess the effects of lead, or

2. claim or suit relating to testing for, monitoring, cleaning up, removing, abating, containing, treating or neutralising lead or any other material substance containing lead or in any way responding to, or assessing the effects of lead.
7. Arising out of or caused directly or indirectly by the actual or alleged:
 - a) exposure to, inhalation, ingestion or existence of radon gas; or
 - b) removal, encapsulation, abatement, or handling of radon gas.
8. Arising out of:
 - a) any direct or indirect, actual or alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants whatsoever and wheresoever occurring.
 - b) any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, abate, contain, treat, or neutralise pollutants, or in any way respond to, or assess the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
9. Arising from the use or ownership of any swimming pool that does not comply with any Federal, State, local government or other governmental authority law or regulation.

B. Coverage - Personal liability does not apply to liability:

1. Arising from a refusal or failure to employ, promote or fairly compensate any person, or from supervision or failure to supervise, coercion, reassignment, discipline, defamation, harassment, intimidation, creation of a hostile work environment, humiliation or discrimination of any person.
2. Arising from any act, error or omission in respect of the provision of employee benefits of any kind by **you**.

C. This insurance shall not apply to fines, penalties, punitive damages, exemplary or non compensatory damages, or any damages resulting from the multiplication of compensatory damages.

ASBESTOS LIABILITY EXCLUSION (LIABILITY)**This Endorsement changes your Commercial General Liability Form**

It is agreed that the following Exclusion is added to the Policy: It is agreed that this Policy will not apply to claims:

1. for any liability for Bodily Injury, Personal Injury, Property Damage, Sickness, Disease, Occupational Disease, Disability, Shock, Death, Mental Anguish or Mental Injury at any time arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fiber or asbestos dust; or
2. for any obligation of the Insured to indemnify any party because of damage arising out of such Bodily Injury, Personal Injury, Property Damage, Sickness, Disease, Occupational Disease, Disability, Shock, Death, Mental Injury or Mental Anguish at any time as a result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fiber or asbestos dust; or
3. for any obligation to defend any suit or claim against the Insured alleging Bodily Injury, Property Damage, Personal Injury, Advertising Injury, Occupational Disease, Disability, Shock, Mental Anguish or Mental Injury, resulting from or contributed to, by the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

ASSAULT AND/OR BATTERY EXCLUSION
This Endorsement changes your Commercial General Liability Form

This insurance does not apply to any claim and/or cause of action arising from:

1. An assault and/or battery regardless of culpability or intent; or
2. A physical altercation; or
3. Any act or failure to act to prevent or suppress such assault and/or battery or physical altercation

The above applies whether caused by the Insured, any employee, a patron or any other person, and whether or not the acts occurred at the premises owned, leased, rented or occupied by the Insured.

This exclusion also applies to any claim and/or cause of action seeking:

1. Damages arising from a claim by any other person, firm or organization, asserting rights derived from, or contingent upon, any person asserting a claim arising out of an assault and/or battery or a physical altercation; or
2. Damages for emotional distress, or for loss of society, services, consortium and/or income reimbursement for expenses (including but not limited to medical expenses, hospital expenses, and wages) paid or incurred by such other person, firm or organization; or
3. To have the Insured share damages with or repay someone who must pay damages because of such assault and/or battery or physical altercation; or
4. Damages arising out of allegations of negligent hiring, placement, training or supervision, or to any act, error or omission relating to such assault and/or battery or physical altercation
5. Damages arising out of failure to provide property security or safe premises to any person subject to an assault and/or battery or physical altercation

We are under no duty to defend an insured in any "suit" alleging such damages arising out of or any assault and/or battery or physical altercation of any nature whatsoever.

All other terms and conditions remain unaltered

SECTION II ENDORSEMENT
ABSOLUTE POLLUTION EXCLUSION

Notwithstanding the terms and conditions of this policy which are or may be to the contrary, it is agreed that this insurance does not apply:

1. to Bodily Injury, Personal Injury or Property Damage;
2. to Damages for the Devaluation of Property or for the Taking, Use or Acquisition or Interference with the Rights of Others in Property or Air Space;
3. to any Loss, Cost or Expense, including but not limited to Fines and Penalties, arising out of any governmental direction or request, or any private party or citizen action, that the named insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants;
4. to any Litigation or Administrative Procedure in which the insured may be involved as a party;

arising out of actual, alleged or threatened discharge, dispersal, release or escape of pollutants into or upon land, the atmosphere, or any water course or body of water, aquifer or ground water, whether such actual, alleged or threatened discharge, dispersal, release or escape is sudden, accidental, or gradual in nature.

Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, toxic chemicals or materials and waste. Waste includes, in addition to materials to be disposed of, materials to be recycled, reconditioned or reclaimed.

This Exclusion is intended to exclude from the coverage provided by this policy of insurance all liability and expense arising out of or related to any form of pollution, whether or not such pollution is intentionally caused and whether or not the resulting injury, damage, devaluation, cost or expense is expected or intended from the standpoint of the insured. However, notwithstanding anything contained within this Exclusion it is understood and agreed that this exclusion shall not apply to hostile fire.

EXCLUSION - DESIGNATED PRODUCTS
This Endorsement changes your Commercial General Liability Form
SCHEDULE

Designated Product(s):

All goods or products manufactured, assembled, sold, held for sale, or distributed by any person or organization included as an insured in the policy declarations.

This insurance does not apply to “Bodily Injury” or “Property Damage” included in the “Products-Completed Operations Hazard” and arising out of any products shown in the schedule.

EMPLOYMENT-RELATED PRACTICES EXCLUSION
This Endorsement changes your Commercial General Liability Form

The Following Exclusion is added:

“This insurance does not apply to loss, damage, cost or expense arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-rated practices, policies, acts or omissions; or
- (4) Consequential injury as a result of (1) through (3) above.

This Exclusion applies whether the Insured may be held liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.”

All other terms and provisions of this policy shall remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIREARM LIMITATION

APPLIES TO ALL FORMS

It is understood and agreed that our limit of liability for Coverage - Personal Liability is limited to USD 10,000 any one occurrence and Coverage - Medical Payments to others is limited to USD 5,000 any one occurrence involving "bodily injury" or "property damage" arising out of the use, ownership or maintenance of any firearm.

Legal expenses incurred in defending and/or investigating a claim or "suit" will be part of and not in addition to the limit of liability of USD 10,000 . We will have no obligation to pay any damages or to defend or continue to defend any claim or "suit" or to pay any expenses after the limit of liability of USD 10,000 has been exhausted by payment of damages and/or expenses.

All other provisions of this policy apply.

LEAD - HAZARDOUS PROPERTIES EXCLUSION
This Endorsement changes your Commercial General Liability Form

The insurance does not apply to any loss, cost or expense arising out of, resulting from, caused or contributed to directly or indirectly by the actual or alleged:

- a) exposure to or existence of lead or any material or substance containing lead; or
- b) repair, removal, encapsulation, abatement, replacement or handling of lead or any other material or substance containing lead;

whether or not the lead is or was at any time airborne, contained in a product, ingested, inhaled, transmitted in any fashion or found in any form whatsoever.

This exclusion also applies to any loss, cost, expense or damages, whether direct or consequential, arising out of any:

1. request, demand or order that any insured or others test for, monitor, clean up, remove, abate, contain, treat, or neutralise lead or any other material or substance containing lead or in any way respond to, or assess the effects of lead, or
2. claim or suit relating to testing for, monitoring, cleaning up, removing, abating, containing, treating or neutralising lead or any other material substance containing lead or in any way responding to, or assessing the effects of lead.”

PUNITIVE DAMAGES EXCLUSION**This Endorsement changes your Commercial General Liability Form**

It is agreed that this Policy does not apply to a claim of or indemnification for punitive or exemplary damages. If a suit shall have been brought against an insured for claims falling within the coverage provided under the Policy, seeking both compensatory and punitive or exemplary damages, then the Underwriters will afford a defense to such an action. The Underwriters shall not have an obligation to pay for any costs, interest, or damages attributable to punitive or exemplary damages.

PREMISES LIABILITY ENDORSEMENT

In consideration of payment of premium and subject to all terms and conditions of the policy to which this endorsement is attached, we agree to provide the following coverage:

PREMISES LIABILITY COVERAGE

We will pay all sums that the insured becomes legally obligated to pay as damages because of bodily injury or property damage to which this insurance applies. This insurance applies only to bodily injury or property damage:

1. That occurs during the policy period; and
2. That is caused by an occurrence which takes place at or arises from the ownership, maintenance or use of an insured premises as a rental property.

We have the right and duty to defend any claim or suit seeking covered damages. We may investigate and settle any claim or suit at our discretion but:

1. The amount we will pay for damages is limited as described in the Declaration Page of this policy.
2. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgements or settlements.

EXCLUSIONS

This insurance does not apply to:

1. Bodily injury or property damage expected or intended from the standpoint of any insured.
2. Bodily injury or property damage arising out of any contract other than an insured contract.
3. Bodily injury or property damage arising out of any premises owned, rented or controlled by any insured other than an insured premises.
4. Any obligation of any insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
5. Bodily injury to:
 - a. An employee of any insured arising out of and in the course of employment by any insured.
 - b. The spouse, child, parent, brother or sister of an employee as a consequence of an injury to that employee. This exclusion applies whether or not any insured may be liable as an employer or in any other capacity and applies to any obligation to share damages with or repay someone else who must pay damages because of the injury. This exclusion does not apply to liability assumed by you under an insured contract.
6. Bodily injury or property damage arising out of the presence of or the actual, alleged or threatened release, discharge, escape, dispersal, seepage or migration of pollutants. This exclusion does not apply to bodily injury or property damage caused by heat, smoke or fumes from a hostile fire. As used in this exclusion a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.
7. Any loss, cost or expense arising out of any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.
8. Bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others of any aircraft, auto or watercraft owned or operated by or rented or loaned to any insured. Use includes loading or unloading.
9. Bodily injury or property damage due to nuclear reaction or radiation, or radioactive contamination, however caused.
10. Bodily injury or property damage due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.
11. Bodily injury or property damage arising out of any business or professional activities conducted by any insured other than the ownership, maintenance or use of the insured premises as a rental property.
12. Bodily Injury or property damage caused by the wilful act of any Insured.
13. Bodily injury or property damage arising out of the wilful violation of a penal statute or ordinance committed by or with the consent of any insured.
14. Bodily injury or property damage arising out of fraud committed by any insured.
15. Bodily injury or property damage sustained by any insured.

16. Bodily injury arising out of communicable disease of any kind transmitted by any insured including sexually transmitted disease.
17. Bodily injury arising out of sexual molestation, corporal punishment or abuse.
18. Property damage to property owned by any insured.
19. Property damage to property rented to, occupied by or used by or in the care of any insured.
20. Property damage to premises you have sold, given away or abandoned if the property damage arises out of any part of those premises.

All other terms and conditions remain unaltered

PRE-EXISTING DAMAGES EXCLUSION - SECTION II

It is understood and agreed that this insurance does not cover “bodily injury”, “property damage” or “personal and advertising injury” which began prior to the inception date of this policy, and which is alleged to continue into the Policy.

This exclusion applies whether or not:

1. The damage or it’s cause was known to any insured before the inception of this policy; or
2. Repeated or continuous exposure to conditions causing such “bodily injury”, “property damage” or “personal and advertising injury” occurred during the Policy Period or caused additional or progressive “bodily injury”, “property damage” or “personal and advertising injury” during the Policy Period; or
3. The Insured’s legal obligation to pay damages was established as of inception date of this policy.

All other terms and conditions remain unaltered

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRAMPOLINE LIMITATION

APPLIES TO ALL FORMS

It is understood and agreed that our limit of liability for Coverage - Personal Liability is limited to USD 10,000 any one occurrence and Coverage - Medical Payments to others is limited to USD 5,000 any one occurrence involving "bodily injury" or "property damage" arising out of the use or ownership of any trampoline or rebounding device.

Legal expenses incurred in defending and/or investigating a claim or "suit" will be part of and not in addition to the limit of liability of USD 10,000 . We will have no obligation to pay any damages or to defend or continue to defend any claim or "suit" or to pay any expenses after the limit of liability of USD 10,000 has been exhausted by payment of damages and/or expenses.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SWIMMING POOL LIMITATION

APPLIES TO ALL FORMS

It is understood and agreed that our limit of liability for Coverage - Personal Liability is limited to USD 10,000 any one occurrence and Coverage - Medical Payments to others is limited to USD 5,000 any one occurrence involving "bodily injury" or "property damage" arising out of the ownership, maintenance, supervision, operation or use of any swimming pool, including but not limited to damage arising from the discharge or spillage of chemicals used.

Legal expenses incurred in defending and/or investigating a claim or "suit" will be part of and not in addition to the limit of liability of USD 10,000 . We will have no obligation to pay any damages or to defend or continue to defend any claim or "suit" or to pay any expenses after the limit of liability of USD 10,000 has been exhausted by payment of damages and/or expenses.

All other provisions of this policy apply.

LLOYD'S

One Lime Street London EC3M 7HA

COMMUNICABLE DISEASE ENDORSEMENT

(For use on property policies)

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1. for a Communicable Disease, or
 - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

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

LMA5393

25 March 2020

WAR AND 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 of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military, or usurped power; or
2. Any act of terrorism.

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 organization(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 1 and/or 2 above.

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.

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 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 from "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.

7/5/59

NMA1191

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.

NMA2342

24/11/1998

SMALL ADDITIONAL OR RETURN PREMIUMS CLAUSE (USA)

NOTWITHSTANDING anything to the contrary contained herein and in consideration of the premium for which this Insurance is written, it is understood and agreed that whenever an additional or return premium of \$2 or less becomes due from or to the Assured on account of the adjustment of a deposit premium, or of an alteration in coverage or rate during the term or for any other reason, the collection of such premium from the Assured will be waived or the return of such premium to the Assured will not be made, as the case may be.

NMA1168

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HURRICANE MINIMUM EARNED PREMIUM CLAUSE

APPLIES TO ALL FORMS

The provisions of this endorsement replace any short rate provisions stated in this policy:

- a. For any Residence Premises that are situated within 50 miles of the Atlantic Ocean and/or the Gulf of Mexico in the states of North Carolina through to Texas inclusive and for which coverage existed any time during the period of June 1st to November 1st; and
- b. Where the peril of windstorm is included.

In the event of cancellation of this Policy or a reduction in the amount of insurance for the peril of windstorm by the Insured, a minimum earned premium shall be due and payable. The minimum earned premium will be the annual premium multiplied by the Minimum Earned Factor shown below.

In the event of any other cancellation by the Underwriters, the earned premium shall be computed pro rata, and not subject to the minimum earned factor stipulated in this endorsement.

All other provisions of this policy apply.

1 Year Policy

Days Policy in Force	Minimum Earned Factor
1 to 180 days	75%
181 to 210 days	80%
211 to 240 days	85%
241 to 270 days	90%
271 to 300 days	95%
301 to 330 days	97.5%
331 to 365 days	100%

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE INSPECTION SERVICES EXEMPTION FROM LIABILITY

THE FOLLOWING LIMITS OUR LIABILITY

We, the insurance company, our agents, employees, or service contractors, are not liable for damages from injury, death or loss occurring as a result of any act or omission in the furnishing of or the failure to furnish insurance inspection services related to, in connection with or incidental to the issuance or renewal of a policy of property or casualty insurance.

This exemption from liability does not apply:

- A. If the injury, loss or death occurred during the actual performance of inspection services and was proximately caused by our negligence, or by the negligence of our agents, employees or service contractors;
- B. To any inspection services required to be performed under the provisions of a written service contract or defined loss prevention program;
- C. In any action against us, our agents, employees, or service contractors for damages proximately caused by our acts or omissions which are determined to constitute a crime, actual malice or gross negligence; or
- D. If we fail to provide this written notice to the insured whenever the policy is issued or when new **policy forms** are issued upon renewal.