

Producer

INSUROX GROUP INC  
400 RIVER DRIVE  
GARFIELD, NJ 07026

Mail To:

RAFAEL FELIX  
232 LA QUINTA WAY  
SAINT HELENA, CA 94574

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## Flood Insurance Proposal Summary

<b>Named Insured</b>	RAFAEL FELIX	19894 MOUNTAIN MEADOW SOUTH, HIDDEN VALLEY
<b>Covered Location</b>	LAKE, CA 95467	
<b>Policy Period</b>	10/30/2025 - 10/30/2026	
<b>Flood Zone</b>	AE	
<b>Application Number</b>	NCIP2536293-2025	
<b>Carrier</b>	Certain Underwriters at Lloyd's, London	

Coverage	Limit of Insurance
<b>A. Building</b>	\$300,000
<b>B. Appurtenant Structures</b>	\$0
<b>C. Personal Property</b>	\$0
<b>D. Additional Living Expense</b>	\$0
<b>Deductible</b>	\$5,000 each flood loss
<b>Total Annual Cost</b>	<b>\$1,570.44</b>

**Policy Features:**

- Certification of Conformity (Our policy meets or exceeds federal req.)
- Waiting Period Waived for Loan Closing
- Waiting Period Waived for Continuous Coverage
- Debris Removal-Included
- Increased Cost of Compliance-Included

For complete terms and conditions, please see subsequent pages.

To purchase coverage:

Go to **catcoverage.com** “**Make a Payment**” or mail your premium payment to us directly at the address at the bottom of this page.

You’ve chosen INSUROX GROUP INC as your Producer. If you have questions or need assistance, you may reach them at 9735461099.

Application No.: NCIP2536293-2025

Effective Date: 10/30/2025 Expiration Date: 10/30/2026

This Carrier does not allow effective date changes once policy is in force.

Submission ID: 2405707

**Effective Upon Loan Closing.** Coverage becomes effective on the day and time of the loan closing. Please refer to Section "IX. Waiting Period(s), B. Waiting Period Waived, 1. Real Estate Closing" in the attached Specimen Policy.

**Named Insured and Mailing Address**

RAFAEL FELIX  
232 LA QUINTA WAY, SAINT HELENA, CA 94574

**Producer Information**

Please contact your producer with coverage questions, requests or concerns.

INSUROX GROUP INC  
400 RIVER DRIVE, GARFIELD, NJ 07026

Phone Number: 9735461099  
Fax Number: 973-546-1055

**Covered Location**

19894 MOUNTAIN MEADOW SOUTH, HIDDEN VALLEY LAKE, CA 95467

**Replacement Cost Value**

Replacement Cost of Dwelling      \$            300,000

**Coverage and Limits**

Coverage:	Limits:	
(A) Dwelling	\$	300,000
(B) Appurtenant Structures	\$	0
(C) Personal Property	\$	0
(D) Additional Living Expense	\$	0

**Total Limit of Insurance: \$ 300,000**  
See Policy Terms and Conditions Section VII Limits of Insurance

**Policy Conditions and Endorsements**

Specific Conditions and Endorsements apply where indicated with an "X". Please refer to the policy Terms and Conditions for actual wording.

- |  |   |
|--|---|
| <input type="checkbox"/> Non-Owner Occupied Endorsement                          | <input type="checkbox"/> Condominium Endorsement            |
| <input type="checkbox"/> Replacement Cost Cover on Personal Property Endorsement | <input checked="" type="checkbox"/> Debris Removal          |
| <input checked="" type="checkbox"/> Coinsurance: Waived                          | <input type="checkbox"/> Course of Construction Endorsement |

**Covered Peril(s)                      Deductible(s)**

Flood                                      \$5,000 each flood loss

**Mortgagee(s) and/or Loss Payee(s)**

First Mortgagee/Loss Payee: 25108436  
CAPITAL ALLIANCE LLC Its Successors And/Or Assigns As Their Interests May Appear  
1108 5TH AVENUE STE 202, SAN RAFAEL, CA 94901-2996

**Estimated Policy Cost**

Premium:	\$	1,422.04	25% Minimum Earned
Policy Fee:	\$	100.00	Fully Earned
State Tax:	\$	45.66	
Stamping Fee:	\$	2.74	

**Total Estimated Cost: \$ 1,570.44**

Payment methods accepted are check, electronic check or credit card (Visa, Mastercard). Note that credit cards incur a convenience fee starting at \$35.

**APPLICATION APPROVED – COVERAGE NOT BOUND**

**Building Information**

Dwelling Type	Owner Occupied Secondary Residence
Selected option that best describes the building	Single-Family
Construction Type	Wood Frame
Number of Stories Above Grade	1
Is there a garage attached to the building?	No
Year of Construction	1980
Total Square Footage	1152
Foundation Type	Crawl Space - Crawl Space with Enclosure
	Agree

**YOU ACKNOWLEDGE AND AGREE:**

Coverage for subgrade foundations (e.g. Basements below grade or partially below grade, finished or unfinished) is contingent on disclosing the subgrade foundation type when completing this application and subsequent underwriting approval.

The carrier(s) providing coverage will not be liable for any loss or damage to the subgrade exposure or any personal property situated therein, if any, if it was not properly disclosed with this application.

**General Questions**

We are not a market for:

- Locations that have sustained prior damage or submitted a claim for the coverage being sought.
- Building(s) constructed partially on or over any beach, sand, or water
- Mobile or Manufactured homes without tiedowns.
- Contents only coverage (excl. condos).
- Historic buildings.
- Buildings built prior to 1900.
- Vacant buildings.
- Buildings under the course of construction.
- Policies already in force through this Program through another producer (Submit a Producer of Record Letter instead).
- Coverage for personal property kept outside of the building/structure (policy exclusion).
- Bank/Lender owned, forced placed, or foreclosed properties.
- Adobe, Log Cabin, or Asbestos construction.

After inquiry, the risk I am submitting for consideration is otherwise eligible and not disqualified by the criteria above.

I understand and agree my representation is material and relied upon for coverage eligibility and underwriting consideration. I understand that any misrepresentation may result in the denial of a claim(s) and subject to cancellation of coverage.

Agree

**Flood Questions**

Is any of the enclosed area(s) finished?	No
If the property is in a flood zone, what flood zone? (as indicated by producer)	AE

**APPLICATION APPROVED – COVERAGE NOT BOUND**

### Surplus Lines Disclosure

This insurance policy or application for insurance is underwritten by a Nonadmitted Foreign or Alien Insurer. The *Dodd-Frank Wall Street Reform and Consumer Protection Act (2010)* enables Nonadmitted Insurers to transact business in any U.S. state without holding a Certificate of Authority or license for that state (see U.S.C. 15 §8204).

Verification of an Alien Insurer's eligibility to transact business within the U.S. is available from the *National Association of Insurance Commissioners (NAIC) Quarterly Listing of Alien Insurers*.

In accordance with your state law, additional disclosures required are below.

**APPLICATION APPROVED – COVERAGE NOT BOUND**

**IMPORTANT NOTICE:**

- 1. The insurance policy that you are applying to purchase is being issued by an insurer that is not licensed by the State of California. These companies are called “nonadmitted” or “surplus line” insurers.**
- 2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.**
- 3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.**
- 4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or “surplus line” broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website [www.insurance.ca.gov](http://www.insurance.ca.gov). Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC’s internet website at [www.naic.org](http://www.naic.org). The NAIC—the National Association of Insurance Commissioners—is the regulatory support organization created and governed by the chief insurance regulators in the United States.**
- 5. Foreign insurers should be licensed by a state in the United States and you may contact that state’s department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: [https://naic.org/state\\_web\\_map.htm](https://naic.org/state_web_map.htm).**

**APPLICATION APPROVED – COVERAGE NOT BOUND**

6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.

7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: [www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm](http://www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm).

8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.

Date: Oct 24, 2025

Insured:  Rafael Felix  
boxSIGN 4KP8WVXX-1V5663KS

**Privacy Notice**

We value your privacy, and this notice is intended to explain how we collect and share your nonpublic personal information.

While providing our services to you, we may collect certain information about you. This can include information on your application or other forms, such as your name, contact information, address, and property information, as well as information about your transactions with us, such as product or service requests and payment history.

We only share your information as permitted by law. For example, we may share your information with nonaffiliated third parties in order to process your requests or administer your transactions.

We have implemented security measures, including technological safeguards, designed to protect your information from unauthorized access.

If you have questions about this notice, or information we collect you may contact us at (801) 268-2600.

**Statement of Conformity**

This Policy meets the definition of private flood insurance contained in 42 U.S.C. 4012a(b)(7) and the corresponding regulation.

This policy meets the definition of private flood insurance contained in 24 CFR 203.16a(e) for FHA-insured mortgages.

**Fraud Notice**

For your protection California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison. (Ca. Ins. Code § 1879.2)

**Producer Warrant and Representation**

By submitting this application on behalf of the Named Insured, you warrant that the information contained herein is, after diligent inquiry, accurate and true. You further acknowledge that the representations made herein are the basis for underwriting consideration and agree to indemnify us for damages incurred from any material or negligent misrepresentation.

Responsibility to Retain:

You are required to retain the original application signed by the Named Insured(s). You agree to, and are required to, notify us of any material changes to the risk you become aware of and any subsequent changes to this Application after your submission to underwriting.

Producer's Electronic Signature:

Upon submission, you agree that your electronic signature will serve as your actual signature and in accordance with the Electronic Signatures in Global and National Commerce Act (15 U.S.C. Ch. 96).

Signature=(Igor Sekuloski) IpAddress=(::ffff:173.70.66.213) Email= isekuloski@insurox.com  
Signature of Producer

10/24/25 9:49 AM  
Date

**Confirmation and Signature**

The signer of this application, the Named Insured, acknowledges and understands that the information provided in this Application is material to the Insurer's decision to provide the requested insurance and is relied on by the Insurer in providing such insurance. The signer of this application represents that the information provided in this Application is true and correct in all matters.

The signer has reviewed this Application and further represents that any changes in matters inquired about in this Application occurring prior to the effective date of coverage, which render the information provided herein untrue, incorrect or inaccurate in any way will be reported to the Insurer immediately in writing. The Insurer reserves the right to modify or withdraw any quote or policy issued if such changes are material to the insurability or premium charged, based on the Insurer's underwriting guides. The Insurer is hereby authorized, but not required nor obligated, to make any investigation and inquiry in connection with the information, statements and disclosures provided in this Application. The decision of the Insurer not to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the Insurer and shall not estop the Insurer from relying on any statement in this Application in the event the Policy is issued. It is agreed that this Application shall be the basis of the contract should a policy be issued and it will be attached and become a part of the Policy.

The signer acknowledges that the insurance applied for becomes eligible for coverage only after underwriting approval. Signer further acknowledges that coverage may not be backdated and the policy becomes effective upon the date that the full payment is received by Poulton Associates. You agree that partial payment will not be accepted. Should payment subsequently be dishonored by the issuing financial institution, you acknowledge that coverage becomes void or voidable at our sole discretion.

*Rafael Felix*  
box SIGN 4KP8WVXX-1V5663K5  
Signature of Applicant

Oct 24, 2025  
Date

**APPLICATION APPROVED – COVERAGE NOT BOUND**

## Certification of Conformity

**This Policy meets the definition of private flood insurance contained in 42 U.S.C. 4012a(b)(7) and the corresponding regulation.**

<u>FEDERAL LENDING REGULATOR</u>	<u>REFERENCE</u>
DEPARTMENT OF THE TREASURY	12 CFR Parts 22 and 172 [Docket ID OCC-2014-0016]
FEDERAL RESERVE SYSTEM	12 CFR Part 208 [Reg. H, Docket No R-1498]
FEDERAL DEPOSIT INSURANCE CORP.	12 CFR Part 339
FARM CREDIT ADMINISTRATION	12 CFR Part 614
NATIONAL CREDIT UNION ADMINISTRATION	12 CFR Part 760

**This policy must be accepted by federally regulated lenders as satisfying the mandatory purchase of flood insurance requirement for structures that reside in a special flood hazard area.**

### **We Certify This Policy:**

1. Is issued by an insurer that is licensed, admitted, or otherwise approved to engage in the business of insurance in the State or jurisdiction in which the property to be insured is located, by the insurance regulator of that State or jurisdiction;
2. Provides flood insurance coverage which is at least as broad as the coverage provided under a standard flood insurance policy under the national flood insurance program;
3. Includes:
  - a. A requirement for the insurer to give 45 days' written notice of cancellation or non-renewal of flood insurance coverage to the insured and the regulated lending institution or Federal agency lender;
  - b. Information about the availability of flood insurance coverage under the national flood insurance program;
  - c. A mortgage interest clause similar to the clause contained in a standard flood insurance policy under the national flood insurance program;
  - d. A provision requiring an insured to file suit not later than 1 year after the date of a written denial of all or part of a claim under the policy; and
4. Contains cancellation provisions that are as restrictive as the provisions contained in a standard flood insurance policy under the national flood insurance program.

## **FHA-Insured Mortgages**

### **We Certify That:**

This policy meets the definition of private flood insurance contained in 24 CFR 203.16a(e) for FHA-Insured mortgages.

# ***Certain Underwriters at Lloyd's***

## **Residential Property Terms & Conditions**

Authority Number: B1180D250742

**THIS INSURANCE** is affected with certain **Underwriters at Lloyd's**, London (not incorporated).

**THIS POLICY** is issued in accordance with the limited authorization granted to the correspondent by certain **Underwriters at Lloyd's**, London, whose names and proportions underwritten by them can be ascertained from the office of said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters do hereby bind themselves each for their own part, and not one for another, their heirs, executors, and administrators.

**THE INSURED** is requested to read this Policy, and if not correct, return it immediately to the Correspondent for appropriate alteration.

**IN THE EVENT OF A CLAIM UNDER THIS POLICY, PLEASE NOTIFY THE FOLLOWING CORRESPONDENT:**

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**POULTON ASSOCIATES, LLC**  
**Natural Catastrophe Insurance Program**  
3785 South 700 East, Salt Lake City, UT 84106  
**Phone: (801) 316-4228 or Fax (801) 268-2674**  
[www.catcoverage.com/claims](http://www.catcoverage.com/claims)

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SPECIMEN

## Table of Contents

I.	Insuring Agreement.....	2
II.	Definitions .....	4
III.	Losses Excluded.....	6
IV.	Property Excluded .....	10
V.	Other Insurance .....	11
VI.	Territorial Limits .....	11
VII.	Limits of Insurance.....	12
VIII.	Deductible.....	12
IX.	Waiting Period(s) .....	13
X.	Conditions.....	14
XI.	Endorsements.....	19

In this Policy “you” and “your” refer to the Named Insured shown on the **Coverage Declarations** and “we” and “our” refer to the underwriters providing this insurance Policy. The terms “policy” and “certificate” used within this insurance agreement are interchangeable and have the same meaning and effect.

Words appearing in bold within the text have special meaning and are defined in this Policy.

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## I. Insuring Agreement

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### A. Physical Loss/Physical Damage

In consideration of the premium paid and subject to the conditions, limits, and exclusions contained herein, this Policy insures the structure of the **building(s)** and **personal property** at the **premises**, all as specified herein, against direct physical loss or physical damage that occurs and manifests itself during the period of this Policy and is caused solely by the peril(s) shown in the **Coverage Declarations** and limited to one or more of the following perils:

1. **Earthquake Shock**
2. **Flood**
3. **Landslide**

### B. Additional Living Expenses

#### 1. Uninhabitable Dwelling:

- a. If your dwelling is made uninhabitable by direct physical loss or physical damage caused solely by a peril insured by this Policy, this Policy covers any necessary and reasonable increase in living expenses incurred by you and/or permanent members of your household so that your household can maintain its standard of living.

Payment shall be for the reasonably necessary time required for rebuilding, repairing, or replacing your dwelling or, if you have to be permanently relocated, the reasonably necessary time required to settle elsewhere. The amount covered is limited to the Limit of Insurance shown in the **Coverage Declarations** for Additional Living Expenses. This period of time is not limited by expiration of this Policy.

#### 2. Prohibited Use:

- a. If a civil authority prohibits you and/or permanent members of your household from use of the premises as a result of direct damage to neighboring premises by a peril insured against by this Policy, this Policy will cover any resulting additional living expenses. The amount covered is limited to the Limit of Insurance shown in the **Coverage Declarations** for Additional Living Expenses. This period of time is not limited by expiration of this Policy.

The amount covered for all Additional Living Expenses insured under both 1) Uninhabitable Dwelling and 2). Prohibited Use combined is the Limit of Insurance shown in the **Coverage Declarations** for Additional Living Expenses in respect of each loss or series of losses arising out of any one event.

### C. Debris Removal

We will pay your reasonable expense, minus the deductible shown on the **Coverage Declarations**, for the removal of:

1. Debris on your premises, caused by a peril insured against, for direct physical loss, physical damage, or destruction of property, to which this Policy applies.

The amount we will pay for debris removal is limited to 10% of the covered loss or \$25,000, whichever is less.

The Debris Removal coverage available is included within and not in addition to the limit of Coverage A. Any amount used for Debris Removal shall reduce the amount available under Coverage A.

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

Any provision within this Policy (or within any Endorsement that forms part of this Policy) that insures Debris Removal is cancelled and replaced by the above.

### D. Increased Cost of Compliance

1. General. This Policy pays you to comply with a state or local floodplain management law or ordinance affecting repair or reconstruction of a structure suffering flood damage. Compliance activities eligible for payment are elevation, floodproofing, relocation, or demolition (or any combination of these activities of your structure. Eligible floodproofing activities are limited to:
  - a. Non-residential structures.
  - b. Residential structures with **basements** that satisfy FEMA's standard published in the Code of Federal Regulations [44 CFR 60.6 (b) or (c)].
2. Limit of Liability. We will pay up to \$30,000 under this coverage Increased Cost of Compliance, which only applies to policies with **building** coverage as designated on the **Coverage Declaration**. Our payment of claims is in addition to the amount of coverage shown on the **Coverage Declarations** page under **building**. But the maximum you can collect under this Policy for both **building** and Increased Cost of Compliance coverage cannot exceed the limit of liability shown for **building** coverage. A separate deductible does not apply.

## II. Definitions

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A. **ACT** means:

The National Flood Insurance Act of 1968, as amended, and The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 et seq., in effect as of the effective date of this Policy as evidenced on the **Coverage Declarations**.

B. **Basement** means:

1. Any area of the building partially or wholly below ground level (subgrade).

C. **Building(s)** means:

1. The dwelling where you principally reside or your secondary residence and
2. Appurtenant Structures, being other permanent buildings or structures, with walls and a roof, on the premises.

D. **Catastrophic ground collapse** means geological activity that results in an abrupt collapse of ground cover causing a depression in the ground cover clearly visible to the naked eye that causes structural damage to the **building**, including the foundation.

E. **Earthquake shock** means physical damage caused by earth movement, including landslide, mudflow, or earth sinking, earth rising, or shifting only as a direct and immediate result of **earthquake shock** but shall not include any consequential loss or damage from any other ensuing peril.

Each loss by **earthquake shock** shall constitute a single loss hereunder, provided if more than one **earthquake shock** shall occur within any period of 72 hours commencing during the term of this Policy such **earthquake shocks** shall be deemed to be a single earthquake within the meaning hereof. Underwriters shall not be liable for any loss caused by any **earthquake shock** occurring before the effective date and time of this Policy nor for any loss occurring after the expiration date and time of this Policy. The insured may select the time from which any such period shall commence, but no two selected periods may overlap.

F. **Flood** means physical damage caused by a general and temporary condition of partial or complete inundation of normally dry land areas from surface water, waves, tidal water, overflow of a body of water, mudflow, or spray from any of these, whether or not driven by wind arising during any one period of 72 consecutive hours during the period of this Policy. Underwriters shall not be liable for any loss caused by any **flood** occurring before the effective date and time of this Policy, nor for any loss occurring after the expiration date and time of this Policy. The insured may select the time from which any such period shall commence, but no two selected periods may overlap.

G. **Landslide**, except landslide as covered by **earthquake shock** definition above, means physical damage caused by the sudden movement of earth and/or rock ("land"), including sliding of land; mudflow, except mudflow as covered by the **earthquake shock** and **flood** definitions above; land sinking, rising, or shifting but excluding normal settling; gradual subsidence; gradual slippage; and processes of erosion that take place over time.

H. **Personal property** means:

1. **Personal property** usual to the occupancy of the dwelling and owned or used by you or permanent members of your household while such **personal property** is held within the dwelling on the insured **premises**. We will also cover personal effects owned by a guest or servant while such personal effects are held within the dwelling on the insured **premises**.
2. Materials and supplies for use in the construction, structural alteration, alteration, maintenance, or repair of the **premises** while such materials and supplies are at the **premises**.

3. Foodstuffs, bedding, tack, and other equipment that is used for the maintenance and care of pets and livestock while at the **premises**, provided such pets or livestock are not kept for commercial or business purposes.
- I. **Premises** means the residential structure at the address shown on the **Coverage Declarations**.
  - J. **Sinkhole** collapse means the settlement or systematic weakening of the land supporting the **building(s)** when such settlement or systematic weakening results from movement or raveling of soils, sediments, or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation.

### III. Losses Excluded

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A. This Policy does not insure against:

1. Loss or damage arising from water or waterborne material that:
  - a. Backs up through sewers or drains;
  - b. Discharges or overflows from a sump, sump pump, or related equipment; or
  - c. Seeps or leaks through insured property;
  - d. unless, **flood** is an insured peril under this Policy and the direct cause of the sewer or drain back up, sump pump discharge or overflow, or seepage of water or waterborne material.
2. Loss or damage arising directly or indirectly out of nuclear reaction, nuclear radiation, or radioactive contamination, however such nuclear reaction, nuclear radiation, or radioactive contamination may have been caused.
3. Loss or damage arising directly or indirectly out of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, martial law, confiscation, nationalization, requisition, or destruction of or damage to property by or under the order of any government or public or local authority.
4. Loss, damage, or increased cost arising directly or indirectly out of enforcement of any ordinance or law regulating the use, reconstruction, repair, or demolition of any **building(s)** insured hereunder, nor any loss, damage, cost, expense, fine, or penalty that is incurred or sustained by or imposed on you at the order of any governmental agency, court, or other authority arising from any cause whatsoever.
5. Loss or damage arising out of acts or decisions, including the failure to act or decide, of any person, group, organization, or governmental body relating to faulty, inadequate, or defective:
  - a. Planning, zoning, development, surveying, siting;
  - b. Design, specifications, workmanship, repair, construction, renovation, remodelling, grading, compaction;
  - c. Materials used in repair, construction, renovation, or remodelling; or
  - d. Maintenance of all or part of any property on or off the **premises**.
6. Loss or damage arising out of normal settling, shrinking or expansion of land, **buildings**, structures or foundations; or erosion, gradual subsidence, the processes of erosion that take place over time, or any other gradually occurring loss or damage—whether caused by **earthquake shock, flood, landslide**, or not—or any loss or damage that commenced prior to the inception of this Policy.
7. Loss or damage arising out of fire, regardless of any other event that contributes concurrently or in any sequence to the loss or damage.
8. Loss or damage arising out of exposure to weather conditions where any **personal property** is left in the open or not contained in **buildings** that are on permanent foundations and capable of secure storage.
9. Mysterious disappearance or inventory shortage, theft, fraud, or any kind of wrongful conversion or abstraction.
10. The costs for reconstruction of electronic data or other data.

11. Loss or damage arising out of cessation, fluctuation, variation in, or insufficiency of water, gas or electricity supplies, or other public utility service supplying the **premises**.
  12. Reduction in rental value, reduction in market value or the saleability of property insured by this Policy, or any costs or expenses related thereto.
- B. Notwithstanding any provision in this Policy to the contrary or within any Endorsement that forms part of this Policy, this Policy does not insure any loss, damage, costs or expense, or any increase in insured loss, damage, cost or expense, fine or penalty that 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) that 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 Policy includes (but is not limited to):

1. 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;
  2. The presence, existence, or release of anything that endangers or threatens to endanger health, safety, or welfare of persons or the environment.
- C. Notwithstanding any of the other provisions of this Policy, this Policy does not insure against loss, damage, costs, expenses, fines, or penalties incurred or sustained by or imposed on you at the order of any government agency, court, or other authority arising from any cause whatsoever.
- D. This Policy does not cover:
1. The removal of asbestos, dioxin, or polychlorinated biphenols (hereinafter all referred to as “materials”) from any goods, products, or structure, unless the material is itself damaged by **earthquake shock, flood, or landslide** as covered in this Policy.
  2. Demolition or increased cost of construction, repair, debris removal, or loss of use necessitated by the enforcement of any law or ordinances regulating such materials.
  3. Any governmental direction or request declaring that such materials present in, part of, or utilized on any undamaged portion of your property must be removed or modified.

Nor does coverage provided by this Policy apply to any payment for the investigation or defense of any loss or damage, cost, loss of use, expense, fine, or penalty or for any expense, claim, or suit related to any of the above.

- E. Notwithstanding any provision in this Policy to the contrary (or within any Endorsement that forms part of this Policy), this Policy does not insure any **building(s)** and/or **personal property** and/or Additional Living Expenses at any **premises** located within the borders of the state of California for the peril of **earthquake shock**.

F. Notwithstanding any provision in this Policy to the contrary (or within any Endorsement that forms part of this Policy), this Policy excludes any loss to any **building(s)**, including the foundations and/or **personal property** and/or Additional Living Expenses at any **premises** arising directly or indirectly from **sinkhole** and/or **catastrophic ground collapse**.

G. 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:

1. 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, program, 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
2. 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, program, 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.

This Policy does not cover any costs and expenses, whether preventative, remedial or otherwise, arising out of or relating to change, alteration or modification of any computer system, hardware, program 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.

H. 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 or any type, nature, or description, including but not limited to any substance's presence that poses an actual or potential threat to human health.

This exclusion applies regardless of 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, clean-up, 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.

I. This Policy does not cover any costs and expenses, whether preventative, remedial, or otherwise arising out of or relating to change, alteration, or modification of any computer system, hardware, program, 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.

J. Notwithstanding any provision to the contrary (or within any Endorsement that forms part of this Policy), 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 Policy an act of terrorism means an act, including but not limited, by 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 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 insured.

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

## IV. Property Excluded

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A. This Policy does not cover:

1. Land, land values, soil, water, air, or any interest or right therein.
2. **Building(s)** and other structures used in whole or in part for any commercial, farming, or manufacturing purposes, other than residences on the **premises** held for rental.
3. Mobile homes; but this exclusion does not apply to modular or manufactured housing permanently attached to foundations.
4. Paved areas, including but not limited to parking lots, terraces, driveways, walkways, sidewalks, pavements, paths, curbing, and swimming pools.
5. Bridges, steps and stairs, wharves, piers, and jetties, unless physically attached to any **building(s)**.
6. Retaining walls, whether or not necessary for the continuing stability of any part of the **premises** and whether or not attached to any **building(s)**.
7. Fences, embankments and earthen structures, tanks, wells, ponds, dams, and dikes.
8. Trees, shrubs, lawns, plants, landscaping costs, animals, birds, or fish.
9. Any aircraft or other aerial device, watercraft and accompanying trailers, motorized and non-motorized vehicles, other than motorized equipment used to maintain the **premises**.
10. Accounts, bills, currency, money, medals, notes, credit cards, securities, deeds, bullion, books of account, evidences of debt or title, manuscripts, passports, tickets, stamps, and valuable papers.
11. Jewellery, watches, precious stones, precious metals, silverware, silver-plated ware, goldware, gold-plated ware, pewterware, fine art, objects d'art, firearms, sculpture and statuary, furs, and garments trimmed with fur.
12. Loss or damage from the peril of **flood**, as insured by this Policy, to **personal property** held within a below grade foundation or **basement** not declared within the Policy Application for this insurance.
13. Loss or damage from the peril of **flood**, as insured by this Policy, to **building** items located in a below grade foundation or **basement** not declared within the Policy Application for this insurance.
14. Loss or damage from the peril of **flood**, as insured by this Policy, to the following **building** items located in a below grade foundation or **basement**:
  - a. Walls and ceilings; but this does not exclude drywall and the cost of labor to nail it, unfinished and unfloated and not taped, to the framing.
  - b. Permanently installed carpet.
  - c. Finished flooring.
  - d. Permanently installed cupboards, bookcases, cabinets, countertops, paneling, or wallpaper.
  - e. Light fixtures.
  - f. Plumbing fixtures.
  - g. Ranges, cooking stoves, ovens.
  - h. Built-in dishwashers.
  - i. Built-in microwave ovens.

- j. Refrigerators.
- k. Walk-in freezers.
- l. Permanently installed wall mirrors.
- m. Finish work of any kind.

## V. Other Insurance

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- A. This Policy, including any amendments or endorsements, does not cover any loss or damage that at the time of the happening of such loss or damage is insured by, or would but for the existence of this Policy be insured by, any other insurance Policy or policies, whether primary or excess.

## VI. Territorial Limits

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- A. This Policy insures **building(s)** and/or **personal property** owned by you at the **premises** described in the **Coverage Declarations**.

## VII. Limits of Insurance

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### A. Earthquake Shock and Landslide Limits

1. For the perils of **earthquake shock** and **landslide** as insured by this Policy we shall not be liable for more than the Limit of Insurance for each coverage and the Total Limit of Insurance for all coverage stated in the **Coverage Declarations** in respect of each loss or series of losses arising out of one event and in the annual aggregate separately for each peril.

### B. Flood Limits

1. For the peril of **flood** as insured by this Policy, we shall not be liable for more than the Limit of Insurance for each coverage and the Total Limit of Insurance for all coverage stated in the **Coverage Declarations** in respect of each loss or series of losses arising out of any one event.

For the peril of **flood** as insured by this Policy notwithstanding the provisions of Paragraph 12 of Section IV-Property Excluded, where the insured has declared a below grade foundation type within the Policy Application and purchased personal property coverage, we will insure for direct physical loss or physical damage to personal property located or held within any below grade portions of the building caused solely by the peril of flood subject to a sublimit of 5,000. This sub-limit is part of and not in addition to the **personal property** amount shown on the **Coverage Declarations**. If no limit is shown, no sublimit applies.

## VIII. Deductible

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### A. Property

1. Each loss or series of losses caused by an insured peril arising out of one event shall be adjusted separately. A single deductible of the amount shown in the **Coverage Declarations** shall be deducted from the adjusted amount of each loss or the combined losses arising out of one event.

### B. Additional Living Expenses

1. Additional Living Expenses is subject to the separate deductible stated in the **Coverage Declarations** and from the adjusted amount of each loss or series of the combined losses arising out of one event the amount of this deductible shall be deducted.

## IX. Waiting Period(s)

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### A. Waiting Periods

The following waiting periods apply to each peril purchased as given on the Coverage Declarations.

1. For **flood**, coverage becomes effective at 12:01 a.m., local time, the 15th day after the inception date of the Policy.
2. For **landslide**, coverage becomes effective at 12:01 a.m., local time, the 15th day after the inception date of the Policy.
3. For **earthquake shock**, coverage becomes effective at 12:01 a.m., local time, on the 5th day after the inception date of the Policy.

### B. Waiting Period(s) Waived

Waiting period(s) may be waived, and coverage extended under the following circumstances:

1. Real Estate Closing. If this Policy is purchased to comply with the flood insurance mandatory purchase requirement within 42 U.S.C. §4012a of **the ACT**, coverage becomes effective concurrently (date and time) with the closing or settlement of the loan for the Covered Location shown on the **Coverage Declarations** and the waiting period in A.1. above is waived. Provided that; payment for the premium due, is received within fourteen days of the date of the real estate closing.
  - a. For Example: An application is approved and requests coverage effective April 1. Closing takes place on April 5 and premium is received by mail on April 8. Under this clause, the fifteen-day waiting period is waived and coverage extended back to April 5, the date of the loan closing.
2. Continuous Coverage. If you have pre-existing insurance for **flood** and/or **landslide** and/or **earthquake shock** through another insurer, with substantially similar coverage to this Policy, the applicable waiting period(s) in section A above are waived. For the waiver to apply, coverage must be continuous between the two policies, having no lapse between them. Underwriters, in their sole discretion, shall determine what constitutes continuous coverage.
  - a. For Example: A new policy covering the peril of flood is paid for on April 4<sup>th</sup>, has an effective date of April 5<sup>th</sup> at 1201: AM. The new policy is intended to replace an existing flood policy that expires on April 5 at 12:00. AM with similar coverage limits. There is no gap between the start of one and expiration of the other, coverage is continuous. The fifteen-day waiting period is waived for the covered location shown on the **Coverage Declaration**.

## X. Conditions

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### A. Valuation of Property

#### 1. Building(s)

- a. It is understood that, in the event of damage, settlement shall be based on the cost of repairing, replacing, or reinstating (whichever is the least) on the same site with material of like kind and quality without deduction for depreciation and subject to the following provisions:
  - (1) The repairs, replacement, or reinstatement (all hereinafter referred to as "replacement") must be executed with due diligence and dispatch;
  - (2) Until replacement has been effected the amount of liability under this Policy in respect of loss shall be limited to the actual cash value at the time of loss;
  - (3) If replacement with material of like kind and quality is restricted or prohibited by any bylaws, ordinance, or law, any increased cost of replacement due thereto shall not be covered by this Policy.
- b. Our liability for loss under this Policy, including this endorsement, shall not exceed the smallest of the following amounts:
  - (1) The amount of the Policy applicable to the destroyed or damaged **building(s)**;
  - (2) The replacement cost of the **building(s)** or any part thereof identical with such **building(s)** and intended for the same occupancy and use;
  - (3) The amount actually and necessarily expended in replacing the said **building(s)** or any part thereof;
  - (4) If replacement with material of like kind and quality is restricted by material shortages or increases in cost due to material shortages, any increased cost of replacement due to such material shortage shall be covered by this Policy, up to the specific limit shown on the **Coverage Declarations** (if any) of this Policy for Increased Cost of Materials.

#### 2. Personal Property

- a. The basis of valuation shall be as follows:
  - (1) **Personal property** of others at the amount for which you are liable but in no event to exceed the actual cash value taking into account depreciation.
  - (2) All other **personal property** at the actual cash value taking into account depreciation. In the event of loss hereunder, the actual cash value shall be that which existed immediately prior to the loss.

### B. Notification of Claims

1. You agree that upon knowledge of any occurrence that could reasonably give rise to a claim to provide written notice to the correspondent shown in this Policy as soon as practicable. To notify us of a claim please go to [www.catcoverage.com/claims](http://www.catcoverage.com/claims).

### C. Proof of Loss

1. You shall tender a signed and sworn proof of loss within sixty (60) days after the occurrence of a loss (unless such period be extended by the written agreement of underwriters) stating the time, place and cause of loss, your interest and the interest of all others in the property, the value thereof, and the amount of loss or damage thereto.

### D. Subrogation

1. If we become liable for any payment under this Policy in respect of loss or damage, we shall be subrogated, to the extent of such payment, to all your rights and remedies against any party in respect of such loss or damage and shall be entitled at our own expense to sue in your name. You shall give us all such assistance in your power as we may require to secure our rights and remedies and, at our request, shall execute all documents necessary to enable us to effectively bring suit in your name including the execution and delivery of the customary form of loan receipt. Any recoveries received will first be applied towards the expenses in seeking recovery, then to the amounts paid by us to you, and then to reimburse you for amounts paid by you under this Policy's deductible obligation.

#### E. Salvage and Recoveries

1. All salvages, recoveries, and payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

#### F. Representations

1. It is represented by you that the property that is the subject of this Policy is sound and is in a good state of repair.

In subscribing to this Policy, we have relied on the statements you made in the application, and these statements form the basis of this Policy. If you have knowingly provided incorrect, false, or misleading information, this Policy shall become voidable at our option and may result in all claims under this Policy being forfeited.

If the Policy has been procured by fraud, or if you have concealed any material facts relating to the property insured herein, this Policy shall be deemed entirely null and void.

#### G. False or Fraudulent Claims

1. If you shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claims hereunder shall be forfeited.

#### H. Suit Against Underwriters

1. No suit, action, or proceeding for the recovery of any claim under this Policy shall be sustainable in any court of law or equity unless:
  - a. You have fully complied with all the requirements of this Policy, and
  - b. The suit, action, or proceeding is commenced within twelve (12) months after the written denial of the claim or any amount claimed to be due hereunder. Where the law of the state where the **premises** is located requires that the period of time extend beyond twelve (12) months, this Policy shall conform to the length of time most favourable to the insured.

#### I. Abandonment

1. There shall be no abandonment to us of any property

#### J. Assignment

1. Assignment or transfer of this Policy shall not be valid except with our written consent.

#### K. Inspection and Audit

1. We shall be permitted but not obligated to inspect your property at any time. Neither our right to make inspections, the making thereof, nor any report thereon shall constitute an undertaking, on behalf of or for your benefit or others, to determine or warrant that such property is safe.

#### L. Mortgagee/Loss Payee Clause

1. Whenever a mortgagee is noted on any individual Policy issued hereunder, the following Mortgagee/Loss Payee Clause shall apply but only to **building** property:

Loss or damage, if any, under this Policy shall be payable to the mortgagee (or trustee) named in the first page of this Policy or named on an endorsement attached hereto, as interest may appear, under all present or future mortgages on the property herein described in which the aforesaid may have an interest, and this insurance, as to the interest of the mortgagee (or trustee), only therein shall not be invalidated by any act of neglect of the mortgagee or owner of the within described property, by any foreclosure or other proceedings or notice of sale relating to the property, nor the occupation of the **premises** for purposes more hazardous than are permitted by this Policy, provided that in case the mortgagor or owner shall neglect to pay any premium due under this Policy, the mortgagee (or trustee) shall, on demand, pay the same.

Provided also that the mortgagee (or trustee) shall notify us of any change of ownership or occupancy or increase of hazard that shall come to the knowledge of said mortgagee (or trustee) and, unless permitted by this Policy, it shall be noted thereon, and the mortgagee (or trustee) shall, on demand, pay the premium for such increased hazard for the term of the use thereof, otherwise this Policy shall be null and void.

We reserve the right to cancel this Policy at any time as provided by its terms, but in such case notice must be given simultaneously to you and the mortgagee (or trustee) named herein. If we decide to cancel or not renew this Policy, other than for non-payment of premium, coverage hereunder for the peril of **flood** only will continue in effect for the benefit of the mortgagee only for 45 days from the date that cancellation or non-renewal is sent to the mortgagee. Should this private placement Policy be cancelled or non-renewed, coverage may be available under the National Flood Insurance Program.

Whenever we shall pay the mortgagee (or trustee) any sum for loss under this Policy and shall claim that, as to the mortgagor or owner, no liability thereof existed, we shall, to the extent of such payment, be thereupon legally subrogated to the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt, or may, at its option, pay to the mortgagee (or trustee) the whole principal due or to grow due on the mortgage with interest and shall thereupon receive a full assignment and transfer of the mortgage and all such other securities, but no subrogation shall impair the right of the mortgagee (or trustee) to recover the full amount of said mortgagee's (or trustee's) claim.

#### M. Policy Renewal

1. The term of this Policy is given on the inception date and expiration date shown on the **Coverage Declarations**. Underwriters are under no obligation to send any renewal notice or other notice to the Named Insured or any mortgagee or loss payee that this Policy term is coming to an end, unless the Policy is subject to the Federal Mandatory Purchase Requirements for Flood Insurance where the following terms and conditions in respect of expiration/non-renewal apply:
  - a. Where this Policy is subject to the Federal Mandatory Purchase Requirement for Flood Insurance, a non-renewal notice will be mailed to the Named Insured and any mortgagee(s) noted in the Policy at the Named Insured's address and the mortgagee(s) address as shown in the **Coverage Declarations** by registered, certified, or other first-class mail no less than 45 days prior to the expiration date shown on the **Coverage Declarations**.

This Policy shall not renew into any successive policy term unless the premium payment for any successive policy term is received by the correspondent described in the **Coverage Declarations** prior to the expiration date of this Policy.

## N. Cancellation

1. This Policy may be cancelled at any time. The following conditions apply:
  - a. After submission of an acceptable and complete Cancellation Request Form(s) executed by both the Named Insured and the mortgagee(s) shown as such in the mortgagee or loss payee section of the **Coverage Declarations**; or
  - b. By us or on our behalf for non-payment of premium by delivering to you or by mailing to you at your address as shown in the **Coverage Declarations**, written notice stating when not less than ten (10) days thereafter the cancellation shall be effective.
  - c. Where this Policy is subject to **the ACTs** Mandatory Purchase Requirement for Flood insurance, this Policy may be cancelled by or on behalf of the Underwriters by delivery to the First Named Insured and first mortgagee(s), if any shown in the Policy, by registered, certified, or other first-class mail written notice not less than 45 days from the date cancellation shall become effective. The mailing of such notice shall be sufficient proof of notice, and this Policy shall terminate on the date specified in such notice.
  - d. The mailing of such notice, as aforesaid, shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.
  - e. If this Policy is cancelled by you, we shall retain the customary short rate proportion of the premium hereon. In the event of a loss(es) under this Policy, the Policy premium will be considered as earned to the extent of such loss(es).
  - f. If this Policy is cancelled by or on our behalf, we shall retain the earned pro rata proportion of the premium hereon.
  - g. Payment or tender of any unearned premium by us shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as possible.
  - h. If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - i. Any request for cancellation must be made through the Producer to the Program Administrator.

## O. Conformity to Law and Statute

1. The terms of this Policy which are in conflict with the statutes of the state wherein any insured property is located or with federal flood insurance laws or regulations, all of which are in force at the time of loss, are hereby amended to conform to such statutes, laws or regulations as may be applicable.

## P. Coinsurance

1. Unless otherwise noted on the **Coverage Declarations**, this Policy is subject to an 80% coinsurance requirement, and the following conditions also apply:
  - a. We will not pay the full amount of any loss if the replacement cost value of the dwelling at the time of loss multiplied by the coinsurance percentage shown in the **Coverage Declarations** is greater than the amount shown for coverage (a) Dwelling in the **Coverage Declarations**. Instead we will determine the most we will pay using the following steps:
    - (1) Multiply replacement cost value of the dwelling at the time of loss by the coinsurance percentage;
    - (2) Divide the amount shown for coverage (a) dwelling as shown on the **Coverage Declarations** by the figure determined in step (1) above;

- (3) Multiply the total amount of loss, before the application of any Deductible, by the figure determined in step (2) above; and
  - (4) Subtract the Deductible from the figure determined in step (3) above.
- b. We will pay the amount determined in step (4) above or the Limit of Insurance, whichever is less. For the remainder, you will have to rely on other insurance or absorb the loss yourself.
- c. The following examples show how the Coinsurance is calculated:

**Example 1 (Underinsurance)**

- Where a single **premise** is insured and;
- The replacement cost value of the dwelling is \$250,000
- The coinsurance percentage is 80%
- The amount of coverage (a) dwelling is \$100,000
- The Deductible is \$250
- The amount of loss is \$40,000

(Step 1):  $\$250,000 \times 80\% = \$200,000$  (the minimum amount of insurance to meet the coinsurance requirements)

(Step 2):  $\$100,000 / \$200,000 = 0.50$

(Step 3):  $\$40,000 \times 0.50 = \$20,000$

(Step 4):  $\$20,000 - \$250 = \$19,750$

Underwriters will pay no more than \$19,750. The remaining \$20,250 is not covered.

**Example 2 (Adequate Insurance)**

- Where a single **premise** is insured and;
- The replacement cost value of the dwelling is \$250,000
- The coinsurance percentage is 80%
- The amount of coverage (a) dwelling is \$200,000
- The Deductible is \$250
- The amount of loss is \$ 40,000

(Step 1):  $\$250,000 \times 80\% = \$200,000$  (the minimum amount of insurance to meet the coinsurance requirements)

(Step 2):  $\$200,000 / \$200,000 = 1.00$

(Step 3):  $\$40,000 \times 1.00 = \$40,000$

(Step 4):  $\$40,000 - \$250 = \$39,750$

Underwriters will cover the \$39,750 loss minus the Deductible. No penalty applies.

## **XI. Endorsements**

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### **REPLACEMENT COST COVERAGE ON PERSONAL PROPERTY ENDORSEMENT**

This Replacement Cost Coverage on Personal Property Endorsement amends this Policy only if the "Replacement Cost Cover on Personal Property" box is marked under "Endorsements" on the **Coverage Declarations** of this Policy as follows:

Section X., Condition A. Valuation of Property, subsection 2. Personal Property, item a.(2). Which reads:

All other **personal property** at the actual cash value taking into account depreciation. In the event of loss hereunder, the actual cash value shall be that which existed immediately prior to the loss.

Is deleted and replaced with:

All other **personal property** at the Replacement Cost Value without taking into account depreciation.

All other terms and conditions of the Policy remain the same.

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### **NON-OWNER OCCUPANT EXCLUSION ENDORSEMENT**

This Non-Owner Occupant Endorsement amends this Policy only if the "Non-Owner Occupied Endorsement" box is marked under "Endorsements" on the **Coverage Declarations** of this Policy.

It is understood and agreed that coverage for occupant's **personal property** and Additional Living Expenses are excluded from coverage under the applicable sections of this Policy when the said occupant does not own the occupied dwelling.

All other terms and conditions of the Policy remain the same.

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## CONDOMINIUM ENDORSEMENT

This Condominium Endorsement amends this Policy only if the "Condominium Endorsement" box is marked under "Endorsements" on the **Coverage Declarations** page of this Policy.

A. If coverage under this Policy is provided for a condominium, such coverage shall apply to the Condominium owner's owned real property including your improvements thereto, if any, as shown on the Declarations page under:

1. Coverage A **Building**;
2. Coverage C **Personal Property**; and
3. Coverage D **Additional Living Expenses**.

Coverage applies minus the Deductibles shown on the **Coverage Declarations**.

If the deductible shown on the **Coverage Declarations** is evidenced as a percentage, then that amount will apply against the Limit of Insurance shown on the **Coverage Declaration** or \$5,000, whichever is greater, and shall apply separately for each peril. No change in deductible shall apply where a specified dollar amount is shown on the **Coverage Declaration**.

B. Condominium Loss Assessments.

For the peril of flood only, and only if the peril of flood is marked as covered on the **Coverage Declarations**, this Policy shall pay up to the Coverage A limit, less the deductible separately for each event or assessment, for assessments made against you by the condominium association where the Subject of Insurance resides, in accordance with the association's Covenants, Conditions, and Restrictions and your deed.

This assessment coverage shall apply only to direct physical loss to those elements of **building(s)** that are owned by the association resulting from a flood as defined in this Policy. In the event that there is other flood insurance applicable to such loss, this assessment coverage shall be excess any such flood insurance coverage applying to any such loss including any applicable deductible.

This Assessment coverage is part of and not in addition to the dwelling limit shown on the **Coverage Declarations**.

We will not pay any loss assessment charged against you as given below:

1. By the condominium association by any governmental body;
2. That results from a deductible under the insurance purchased by the condominium association insuring common elements;
3. That results from a loss to **personal property**, including contents of a condominium building;
4. That results from a loss sustained by the condominium association that was not reimbursed under a flood insurance policy written in the name of the association under the **Act** because the building was not, at the time of loss, insured for an amount equal to the lesser of:
  - a. 80% or more of its full replacement cost; or
  - b. The maximum amount of insurance permitted under the **Act**;
5. To the extent that payment under this Policy for a condominium building loss, in combination with payments under any other NFIP policies for the same building loss, exceeds the maximum amount of insurance permitted under the **Act** for that kind of building; or
6. To the extent that payment under this Policy for a condominium building loss, in combination with any recovery available to you as a tenant in common under any NFIP condominium association

policies for the same building loss, exceeds the amount of insurance permitted under the **Act** for a single-family dwelling.

There is no coverage for commonly owned real or **personal property** that is the responsibility of the association that should be insured by the association under the terms of the Covenants, Conditions and Restrictions that regulate those responsibilities of the association.

All other terms, conditions, and exclusion of the Policy remain the same

## COURSE OF CONSTRUCTION OR BUILDERS RISK ENDORSEMENT

- A. If the "COURSE OF CONSTRUCTION OR BUILDERS RISK ENDORSEMENT" box is not marked under "Endorsements" on the **Coverage Declarations** of this Policy, then it is understood and agreed that;
1. Coverage for **building(s)** in the course of construction or structural alteration and materials and supplies used to construct or structurally alter the **building(s)** is excluded under this Policy; and
  2. Coverage for **personal property** and Additional Living Expenses is excluded under this Policy.
- B. If the "COURSE OF CONSTRUCTION OR BUILDERS RISK ENDORSEMENT" box is marked under "Endorsements" on the **Coverage Declarations** of this Policy, then it is understood and agreed that;
1. Coverage for **building(s)** in the course of construction or structural alteration and materials and supplies used to construct or structurally alter the **building(s)** are included under this Policy.
  2. Coverage for **personal property** and Additional Living Expenses is excluded under this Policy. However, coverage for **personal property** and Additional Living Expenses can be insured if approved by underwriters and is subject to confirmation that:
    - a. Construction is complete;
    - b. Owner-occupancy is confirmed;
    - c. Insured values for **personal property** and/or Additional Living Expenses have been submitted in writing for the applicable coverage parts to be covered; and
    - d. The Policy has been re-rated by underwriters to take increased values into consideration, and all premiums due have been paid.

All other terms and conditions of the Policy remain the same.

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### **MINIMUM EARNED PREMIUM CLAUSE**

In the event of cancellation of this Policy by the insured, a minimum premium of 25% as of inception shall become earned; any conditions of the Policy to the contrary notwithstanding. Failure of the insured to make timely payment of premium shall be considered a request by the insured for the underwriters to cancel. In the event of such cancellation by the underwriters, for non-payment of premium the minimum premium shall be due and payable, provided, however, such non-payment cancellation shall be rescinded if the insured remits the full premium within 10 days of receiving it. In the event of any other cancellation of the underwriters, the earned premium shall be computed pro-rata and not subject to the minimum premium.

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### **SANCTIONS LIMITATION 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

(LMA3100A 5 October 2023)

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### **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. LSW 1001 (Insurance)

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## **PROPERTY CYBER AND DATA EXCLUSION**

- A. Notwithstanding any provision to the contrary within this Policy (or within any Endorsement that forms part of this Policy), this Policy excludes any:
1. Cyber Loss;
  2. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;
- regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- B. In the event any portion of this Policy is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- C. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

### **Definitions**

- A. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- B. Cyber Act means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- C. Cyber Incident means:
1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- D. Computer System means:
1. any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- E. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

(LMA 5401 11 November 2019)

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## **COMMUNICABLE DISEASE ENDORSEMENT**

- A. 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.
- B. 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:
  - 1. for a Communicable Disease, or
  - 2. any property insured hereunder that is affected by such Communicable Disease.
- C. 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:
  - 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
  - 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. 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.
- D. 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)

# **LLOYD'S CCPA PRIVACY POLICY**

## **UNDERWRITERS AT LLOYD'S, LONDON**

This CCPA Privacy Policy explains how Certain Underwriters at Lloyd's, London ("we" or "us") collect, use, and disclose personal information subject to the California Consumer Privacy Act ("CCPA"), as amended (including by the California Privacy Rights Act). "Personal information" is information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular California resident ("consumer") or household. This CCPA Privacy Policy also describes the privacy rights of California consumers and how they can exercise those rights.

The CCPA may apply to personal information we collect in connection with providing products or services to businesses and providing products or services to individuals. The CCPA does not apply to certain types of information, such as information subject to the Gramm-Leach-Bliley Act ("GLBA") or the Fair Credit Reporting Act ("FCRA"). This means that this CCPA Privacy Policy may not apply to personal information that we collect about individuals who seek, apply for, or obtain insurance products or services for personal, family, or household purposes.

## **PERSONAL INFORMATION WE COLLECT**

We may collect, and in the past 12 months, may have collected, the categories of personal information described below from the sources described below. Some of this personal information may be subject to GLBA or FCRA.

### **Directly From You**

We may collect, and in the past 12 months may have collected, the following categories of personal information about you that you include in your application or other forms that you submit, or that you otherwise provide to us:

- [Personal identifiers, such as name, postal address, email address, policy number, or account number
- Customer records information, such as financial information or phone number
- Protected information, such as gender, age, or marital status
- Commercial information, such as records of personal property and insurance products or services purchased or obtained, purchasing or consuming histories, or transaction or account information
- Professional or employment related information, such as work history
- Education information, such as school and date of graduation
- Sensitive personal information, such as Social Security number, driver's license number, or passport number; financial account information; racial or ethnic origin; religious beliefs; health insurance information or other information about health; and sexual orientation]

### **From Our Affiliates and Third Parties**

We may collect the following categories of personal information about you from our affiliates and other third parties, such as agents, brokers, consumer reporting agencies, or loss adjusters:

- [Personal identifiers, such as name, postal address, email address, policy number, or account number
- Customer records information, such as financial information or phone number

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- Protected information, such as gender, age, or marital status
- Commercial information, such as information about your transactions with our affiliates or other parties (e.g., balances and payment history), records of personal property and insurance products or services purchased or obtained, purchasing or consuming histories, transaction or account information, credit-worthiness, claims history, or credit history
- Professional or employment related information, such as work history
- Education information, such as school and date of graduation
- Sensitive personal information, such as Social Security number, driver's license number, or passport number; financial account information; racial or ethnic origin; religious beliefs; health insurance information or other information about health; and sexual orientation. §

We may also draw inferences from the personal information we collect directly from you or from our affiliates and third parties.

## HOW WE USE PERSONAL INFORMATION

The purposes for which we use personal information depend on our relationship or interaction with a specific California consumer. We may use, and in the past 12 months may have used, personal information to underwrite your insurance policy and evaluate claims under your policy; to operate and manage our business; to provide and maintain our insurance products and services; to verify your identity; to detect and prevent fraud; for vendor management purposes; to operate, manage, and maintain our business, such as developing and marketing our products and services; to conduct research and data analysis; to prepare for or complete a corporate transaction; to comply with applicable laws; to respond to civil, criminal, or regulatory lawsuits or investigations; to exercise our rights or defend against legal claims; to resolve complaints and disputes; to perform compliance activities; and to perform institutional risk control.

## PERSONAL INFORMATION WE DISCLOSE

We may disclose, and in the past 12 months may have disclosed, each of the categories of personal information described in “Personal Information We Collect” for the purposes described in “How We Use Personal Information” to the following categories of third parties: §

- Affiliates
- Agents
- Brokers
- Service providers, such as loss adjusters, fraud prevention services, and software providers
- Entities involved in a corporate transaction
- Regulatory and law enforcement agencies
- Attorneys, auditors, and other business partners

In the past 12 months, we did not sell or share personal information, as the terms “sell” and “share” are defined under the CCPA.

We use and disclose sensitive personal information only for the following purposes: (i) to perform services or provide goods reasonably expected by an average consumer; (ii) to prevent, detect, and investigate security incidents; (iii) to resist malicious or illegal actions directed at us and prosecute those responsible; (iv) to ensure the physical safety of individuals; (v) for short-term, transient use, including non-personalized advertising; (vi) to perform internal services; (vii) to verify, maintain, or improve the quality or safety of our products or services; and (viii) for purposes that do not infer characteristics about you. §

## RETENTION OF PERSONAL INFORMATION

In general, we retain personal information for as long as needed to fulfil the purposes described in this CCPA Privacy Policy or as needed to comply with our legal obligations. For example, we retain personal information to underwrite insurance policies and evaluate claims, to operate, manage, analyze, and improve our business, and to exercise and defend our rights and comply with our legal obligations.

## YOUR RIGHTS

You may have certain rights under the CCPA. These rights are subject to certain conditions and exceptions. Your rights under the CCPA may include:

- **Right to Request to Know.** You have the right to request to know the following information about our practices: (i) the categories of personal information we collected about you; (ii) the categories of sources from which we collected the personal information about you; (iii) the categories of third parties with whom we disclose personal information, (iv) the categories of personal information we sold or disclosed about you and the categories of third parties to whom we sold or disclosed that particular category of personal information; (v) our business or commercial purpose for collecting, selling, or sharing your personal information; and (vi) the specific pieces of personal information we collected about you.

You may exercise your right to request to know twice a year, free of charge. If we are unable to fulfil your request to know, we will let you know the reason why. Please note, in response to a request to know, we are prohibited from disclosing your Social Security number; driver's license number or other government-issued identification number; financial account number; any health insurance or medical identification number; an account password, security questions and answers; or unique biometric data generated from measurements or technical analysis of human characteristics.

- **Right to Request to Delete.** You have the right to request that we delete the personal information that we have collected from you. We may deny your request under certain circumstances, such as if we need to retain your personal information to comply with our legal obligations or if retaining the information is necessary to complete a transaction for which your personal information was collected. If we deny your request to delete, we will let you know the reason why.
- **Right to Request to Correct.** You have the right to request that we correct inaccurate personal information that we maintain about you. We may reject your request under certain circumstances, such as we determine that the contested information is more likely than not accurate based on the totality of the circumstances.
- **Right to Non-Discrimination.** If you choose to exercise any of these rights, we will not discriminate against you in any way.

If you, or your authorized agent, would like to make a request to know, request to delete, or request to correct, contact us at (888)-768-5866 or [service@CATcoverage.com](mailto:service@CATcoverage.com).

We will take steps to verify your identity before processing your request to know, request to delete, or request to correct. We will not fulfil your request unless you have provided sufficient information for us to reasonably verify that you are the individual about whom we collected personal information. We may request additional information about you so that we can verify your identity, such as your name, email address, and phone number. We will only use additional personal information you provide to verify your identity and to process your request.

You may use an authorized agent to submit your rights request. When we verify your agent's request, we may both verify your identity and request a signed document from your agent that authorizes the agent to make the request on your behalf. To protect your personal information, we reserve the right to deny a request from an agent that does not submit proof that they have been authorized by you to act on your behalf. You may also make a consumer request on behalf of your minor child.

## UPDATES TO PRIVACY NOTICE

We may change or update this CCPA Privacy Policy from time to time. If we make material changes to this CCPA Privacy Policy, we will provide you with an updated copy of the policy.

## CONTACTING US

If you have any questions or concerns about this CCPA Privacy Policy or would like to learn more about how we protect your privacy, please contact the agent or broker through whom you purchased this insurance policy at [service@CATcoverage.com](mailto:service@CATcoverage.com)

Effective Date: 03/28/2024

LMA9191A  
17 August 2023

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■ This privacy policy does not cover agents of the Underwriters or visitors to the Underwriters' websites. A description of the processing of personal information of agents and coverholders and website visitors (if the Underwriters have a website) will need to be added to this privacy policy or a separate policy for these individuals will need to be created.

■ The categories of personal information under the CCPA that are most likely being collected have been listed. The categories of personal information we did not include are biometric information; geolocation information; internet or other electronic network activity; audio, electronic, visual, or olfactory information; precise geolocation (a form of sensitive personal information); union membership (a form of sensitive personal information); contents of messages not directed to the business (a form of sensitive personal information); genetic data (a form of sensitive personal information); and biometric data used to uniquely identify a person (a form of sensitive personal information) since it seemed unlikely that the Underwriters are collecting this information. This section should be customized so that categories or types of personal information not being collected are deleted. If a specific type of personal information is collected that is not included, that specific piece of personal information should be added to the relevant category.

■ The categories of personal information under the CCPA that are most likely being collected have been listed. The categories of personal information we did not include are biometric information; geolocation information; internet or other electronic network activity; audio, electronic, visual, or olfactory information; precise geolocation (a form of sensitive personal information); union membership (a form of sensitive personal information); contents of messages not directed to the business (a form of sensitive personal information); genetic data (a form of sensitive personal information); and biometric data used to uniquely identify a person (a form of sensitive personal information) since it seemed unlikely that the Underwriters are collecting this information from affiliates or third parties. This section should be customized so that categories or types of personal information not being collected are deleted. If a specific type of personal information is collected that is not included, that specific piece of personal information should be added to the relevant category.

■ Underwriters should confirm this section is accurate as to the parties with whom personal information is shared. It has been assumed that all categories of personal information in "Personal Information We Collect" are disclosed to all categories of recipients in this section. If certain categories of personal information are disclosed to only certain categories of recipients, this section will need to be amended/updated to explain which categories of personal information are disclosed to which categories of recipients.

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■ It has been assumed that the Underwriters use and disclose sensitive personal information for these purposes alone. If sensitive personal information is used or disclosed for other purposes, the notice will need to be amended/updated to explain that sensitive personal information is used or disclosed for other purposes and to include the right to limit the use and disclosure of sensitive personal information.

■ CCPA requires a description of either (a) the length of time that the Underwriters intend to retain each category of personal information or (b) the criteria used to determine the retention period. If inaccurate, this section should be customized to describe the criteria used to determine retention periods.

■ It has been assumed that the Underwriters are not selling or sharing consumers' personal information and the right to opt-out of the sale or sharing of personal information has therefore not been included. If personal information is being sold or shared, this notice will need to be amended/updated.

■ The information that a consumer must provide for their rights request to be verified must be described. It has been assumed that Underwriters may use name, email address, and telephone number to verify identity. Underwriters should confirm this is accurate and update/amend with the specifics of their verification process.

## **LLOYD'S PRIVACY POLICY STATEMENT: UNDERWRITERS AT LLOYD'S, LONDON**

In this condition, "you" and "your" refer to the Insured shown on the Declarations, and "we" and "our" refer to the Underwriters providing this insurance policy.

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 numbers.
- 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 the 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)

## **BROKER CONTACT AND COMPLAINT HANDLING**

If you have questions, concerns, or complaints about this policy, the producer, or service provider, we encourage you to contact the Correspondent for this Policy at the information provided below.

Poulton Associates, LLC  
Attn: Office of the President  
3785 South 700 East,  
Salt Lake City, UT 84106

Telephone (801) 316-4228

Email: [complaints@poulton.com](mailto:complaints@poulton.com)

Alternatively, or if you are dissatisfied with the resolution of your complaint by the above party, you may contact the Lloyd's Complaints Department at:

Lloyd's Complaints Department  
c/o Lloyd's America Inc.  
280 Park Avenue,  
East Tower, 25<sup>th</sup> Floor  
New York, NY 10017

Telephone (844) 849-7828

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

The California Department of Insurance should be contacted only after discussions with the insurer, its agent, or representative, have failed to produce a satisfactory resolution. You may contact the California Department of Insurance to obtain information on your rights or make a complaint at:

California Department of Insurance  
Consumer Services Division  
300 South Spring Street, South Tower  
Los Angeles, CA 90013

Consumer Hotline: (800) 927-4357 (HELP)

TDD Number: (800) 482-4833 (TTY)

## **SERVICE OF SUIT CLAUSE (U.S.A.)**

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 (Re)Insured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon:

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

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and Underwriters will abide by the final decision of such Court in respect of that suit, or of any Appellate Court in the event of an appeal.

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 their 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 (Re)insured or any beneficiary hereunder arising out of this (re)insurance, 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.

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes, if applicable, as provided for in any arbitration provision within this (re)insurance. Where there is an arbitration provision within this (re)insurance, the provisions of this Clause shall operate as an aid to compelling or enforcing such arbitration or arbitral award only and not as an alternative to any arbitration provision for resolving disputes arising out of this (re)insurance.

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.)

Insurer Participation

Authority Number: B1180D250742

The subscribing insurer listed below provide coverage under this Policy:

<b>Subscribing Insurer(s) Listed by Lloyd's Syndicate Number</b>	<b>Participation Percentage</b>	<b>NAIC Quarterly Listing Number</b>
Syndicate 0033	100%	AA-1126033