

# Certificate



This Certificate has been issued by the Intermediary on behalf of Insurers. All inquiries regarding this Certificate should be addressed to the following:

Amwins Access  
50 S Belcher Rd Ste 101  
Clearwater, FL 33765

## **CERTIFICATE PROVISIONS**

**1. For the purpose of this insurance:**

Any reference herein to Underwriter(s) or Compan(ies) or We is deemed to mean Insurer(s).

Any reference herein to Certificate is deemed to mean Policy.

Any reference herein to Named Assured, Assured or Named Insured is deemed to mean Insured.

Any reference herein to US\$ or \$ or USD shall be deemed to mean US Dollars.

The References LPO, NMA, LMA and Ref are synonymous.

**2. Signature Required.** This certificate shall not be valid unless signed by the Surplus Lines Agent named in the attached Declaration Page.

**3. Surplus Lines Agent/Intermediary Not Insurer.** Neither the Surplus Lines Agent nor the Intermediary is an Insurer hereunder and neither of them is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those whose names can be ascertained as hereinafter set forth.

**4. Cancellation.** If this certificate provides for cancellation and this certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.

**5. Assignment.** This certificate shall not be assigned either in whole or in part without the written consent of the Surplus Lines Agent endorsed hereon by the Intermediary.

**6. Attached Conditions Incorporated.** This certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached, or endorsed, all of which are to be considered as incorporated herein.

**7. Any provisions or conditions** appearing in any forms attached hereto which conflict with or alter the provisions set out above shall supersede the above provisions insofar as the latter are inconsistent with any provisions or conditions appearing in such attached forms.

**8. Providing Information to Insurers:** Contracts of insurance placed by Amwins Access are subject to local state and/or US federal law and jurisdiction. Care must be taken to ensure that all legal and regulatory requirements in relation to those contracts, including requirements for disclosure of information to insurers in relation to them, are complied with.

**9. Commission:**

1) You are entitled to request and Amwins Access is happy to disclose, at any time, information regarding any commission which they may have received as a result of placing your insurance business.

2) This coverage may have been underwritten with one or more of a number of underwriting facilities granted to Amwins Access, under which a profit commission may or may not become payable to Amwins Access.

**10. Claim Referral.** In respect of any claim referred by the Insured to Amwins Access, Amwins Access acts as agent for the Insurers and not the insured.

## **11. AMWINS ACCESS' COMPLAINTS PROCEDURE**

### **HOW TO MAKE A COMPLAINT**

Should you wish to make a complaint against Amwins Access, you may do so either in writing or verbally to the Compliance Officer at:

Amwins Access  
50 S Belcher Rd Ste 101  
Clearwater, FL 33765

Telephone Number: 1-800-741-4873  
Email: flood@cuifla.com

## **12. AMWINS ACCESS' COMMITMENT TO CUSTOMERS**

Amwins Access is committed to handling all customers' complaints received promptly, fairly and in line with regulatory guidelines.

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

This Declaration Page is attached to and forms part of certificate provisions.

<b>Previous No.</b>	<b>Authority Ref. No.</b>	<b>Certificate No.</b>
SIM08537	B123024CUI1414 (59.4203%) / B123024CUI1405(25.1208%) / RF03764A24(15.4589%)	SIM09341

<b>Name and Address of the Assured:</b>	<b>Mortgagee and Address</b>
EASTWOOD PINES TOWNHOMES ASSOCIATION INC C/O AMERI-TECH REALTY INC 24701 US HWY 19 N STE 102 CLEARWATER, FL 33763	
<b>Property Address (if different from above)</b>	
1871-1877 PINE CONE CIR CLEARWATER, FL 33760	

Effective from 6/1/2024 to 6/1/2025 both days at 12:01a.m. standard time

<b>Insurance is effective with:</b>	UNDERWRITERS AT LLOYD'S, LONDON. GREAT LAKES INSURANCE SE
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Conditions: SEE ATTACHED SCHEDULE OF FORMS AND ENDORSEMENTS

<b>Service of Suit may be made upon:</b>	<b>Notification of Claim to:</b>
Refer to Service of Suit Form	AmWins Access 50 S. Belcher Rd. Suite 101 Clearwater, FL 33765 (Refer to Schedule form on pg 7)

Coverage		Amount
Excess Flood on Building	1871-1877 Pine Cone Cir	\$ 180,500.00
	2915 -2933 Pine Cone Cir	\$ 1,200,900.00
	1851-1869 Pine Cone Cir	\$ 1,200,900.00
	1831-1845 Pine Cone Cir	\$ 860,400.00
	1821-1827 Pine Cone Cir	\$ 180,500.00
	2906-2938 Pine Cone Cir	\$ 1,200,900.00
	2944-2962 Pine Cone Cir	\$ 1,200,900.00
Excess Flood on Contents	\$	
Business Interruption	\$	
	<b>Total Coverage Premium</b>	<b>\$ 14,460.00</b>
	<b>TRIA Premium:</b>	<b>\$</b>
	<b>Total Premium:</b>	<b>\$ 14,460.00</b>
	Service Office Fee	\$ 8.86
	Surplus Lines Tax	\$ 729.14
	Policy Fee	\$ 300.00
	Inspection Fee	\$

Minimum Premium Earned 25%

Grand Total: \$ 15,498.00

<b>Underlying Insurer: LLOYDS LONDON</b>	<b>Policy No: PFD4558</b>
<b>Coverage Limits: \$ Building: \$3,556,100.00</b>	<b>Contents: \$</b>

\*\*Underlying policy must be written at maximum limits\*\*

Date Issued: 06/10/2024

SURPLUS LINES AGENT: LIC. #W239665  
AMWINS ACCESS/MICHAEL KROLL  
21550 OXNARD ST SUITE 1100, WOODLAND HILLS, CA 91367

PRODUCER: DAN DANAHER  
RSC INSURANCE BROKERAGE, INC  
1425 20TH ST  
VERO BEACH , FL 32960

COUNTERSIGNATURE

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

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

Attached List of Other Interests

Reference number: SIM09341

Date: 06/10/2024

## SCHEDULE OF FORMS AND ENDORSEMENTS

Attached to Policy Number: SIM09341

Date: 06/10/2024

<u>FORM NUMBERS</u>	<u>FORM TITLES</u>
OTHERINTERESTS	ATTACHED LIST OF OTHER INTERESTS
EXCESSSCHEDULE	EXCESS FLOOD SCHEDULE
CUIHFD001	EXCESS FLOOD WITHOUT UNDERLYING AGGREGATE (2010)
CUIHFD007	MINIMUM PREMIUM EARNED CLAUSE
NMA2918	WAR AND TERRORISM EXCLUSION
NMA2962	BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION
NMA2340	U.S.A. & CANADA LAND, WATER AND AIR EXCLUSION SEEPAGE AND/ OR CONTAMINATION EXCLUSION DEBRIS REMOVAL (COMBINED CLAUSE)
NINETYPERCENTVA	NINETYPERCENT VALUES CLAUSE
NMA1191	RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE
LMA3100A	SANCTION LIMITATION CLAUSE
LMA5019	ASBESTOS ENDORSEMENT (AMENDED)
LMA5096	SEVERAL LIABILITY NOTICE
LSW1135B	LLOYD'S PRIVACY POLICY STATEMENT
CUIPRE-EXIST	PRE-EXISTING DAMAGE EXCLUSION
REF1998JOINT	SERVICE OF SUIT CLAUSE (U.S.A.)
LMA5018	MICROORGANISM EXCLUSION ABSOLUTE
CUIHFD008	REPLACEMENT COST ENDORSEMENT
LMA5401	PROPERTY CYBER AND DATA EXCLUSION
ENQCOMDIS	ENQUIRIES COMPLAINTS OR DISPUTES
BCDPSFPN202311V	BELL AND CLEMENTS LIMITED AND BELL AND CLEMENTS INC DAT
GLISEDPSFPN2023	GREAT LAKES INSURANCE SE DATA PROTECTION SHORT FORM PRI
1230NASR0192EI	DATA PROTECTION SHORT FORM INFORMATION NOTICE
CUI1414EXCSECUR	TABLE OF SYNDICATES CUI1414 EXCESS

## SCHEDULE

**Policy No:** See Declaration Page

**1. Title of Assured:**

EASTWOOD PINES TOWNHOMES ASSOCIATION INC

**2. Mailing Address of Assured:**

See Declaration Page

**3. Policy Period:**

**From:** See Declaration Page

**To:** See Declaration Page

Both days at 12.01 a.m. Local Standard Time at the location of the property insured.

**4. Perils Insured:**

Flood

**5. The Property or Interest:**

BUILDING COVERAGE ONLY

**6. The Property is located or contained at:**

1871-1877 PINE CONE CIR  
CLEARWATER, FL 33760

**7. Premium:**

See Declaration Page

**8. (a) PRIMARY INSURER(S):**

Coverage Layer	Total Limit of Liability for Primary Insurer(s)	Insurer	Participation	Policy No
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I.

**(b) UNDERLYING EXCESS INSURER(S):**

Coverage Layer	Total Limit of Liability for all Underlying Excess Insurer(s)	Insurer	Participation	Policy No
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II.

III.

IV.

**9. Primary and Underlying Excess Limit(s):**

USD \$ 3,556,100.00 Ultimate net loss per occurrence

USD \$ Ultimate net loss per occurrence

**10. Excess Limit(s):**

USD \$ 180,500.00 Ultimate net loss per occurrence

USD \$ Ultimate net loss per occurrence

Subject to an aggregate limit of "See Declaration Page" any one Policy year

**11. Notification of Claims to:**

Amwins Access 50 S Belcher Road Ste 101, Clearwater, FL 33764

Email: [flood@cuifla.com](mailto:flood@cuifla.com) Phone: 800-741-4873

**12. Choice of Law and Jurisdiction:**

This Insurance shall be governed by and construed in accordance with the law of the State of Florida. Each party agrees to submit to the exclusive jurisdiction of any competent court within the United States of America.

**13. Service of Suit Nominee:**

Refer to the Service of Suit Form

**Dated:** 06/10/2024

If Business Interruption or other Time Element or Accounts Receivable, Royalty or Leasehold Insurance or similar coverage is afforded by this Insurance, Business Interruption Extension must be attached hereto.



Signed by

A handwritten signature in black ink, appearing to read "Selma" followed by a stylized surname.

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Coverholder

**EXCESS FLOOD WITHOUT UNDERLYING AGGREGATE (2010)  
(U.S.A. AND CANADA)**

**1. INSURING CLAUSE**

Subject to the limitations, terms and conditions contained in this Policy or added hereto, the Underwriters agree to indemnify the Assured named in the Schedule herein in respect of Direct Physical loss or damage to the property described in Item 5 of the Schedule while located or contained as described in the Schedule, occurring during the period stated in the Schedule and caused by any such perils as are set forth in Item 4 of the Schedule and which are also covered by and defined in the Policy/ies specified in the Schedule and issued by the "Primary Insurer(s)" stated therein.

**2. APPLICATION OF UNDERLYING PROVISIONS**

In respect of the perils hereby insured against this Policy is subject to the same warranties, terms and conditions (except as regards the premium, the amount and Limits of Liability other than the deductible or self-insurance provision where applicable, and the renewal agreement, if any, (AND EXCEPT AS OTHERWISE PROVIDED HEREIN) as are contained in or as may be added to the Policy(ies) of the Primary Insurer(s) prior to the happening of a loss for which claim is made hereunder and should any alteration be made in the premium for the Policy/ies of the Primary Insurer(s), then the premium hereon may be adjusted accordingly.

**3. LIMIT**

Provided always that liability attaches to the Underwriters only after the Primary and Underlying Excess Insurer(s) have paid or have admitted liability for the full amount of their respective Ultimate Net Loss liability as set forth in Item 9 of the Schedule and designated "Primary and Underlying Excess Limit(s)" and then the limits of Underwriters Liability shall be those set forth in Item 10 of the Schedule under the designation "Excess Limit(s)" and the Underwriters shall be liable to pay the ultimate net loss up to the full amount of such "Excess Limit(s)".

**4. MAINTENANCE OF PRIMARY AND UNDERLYING EXCESS POLICY(IES) AND LIMITS**

It is a condition precedent to recovery under this Policy that the Policy(ies) and Limit(s) of the Primary and Underlying Excess Insurer(s) set forth in Items 8 and 9 of the Schedule shall be maintained in full force and effect. Only losses which, except for the amount thereof, would have been payable under this Policy may contribute to the satisfaction, reduction or exhaustion of underlying amounts and/or deductibles.

**5. UNCOLLECTIBILITY OF OTHER INSURANCE**

Notwithstanding any of the terms of the Policy that might be construed otherwise, the insurance provided by this Policy shall always be excess over the maximum monetary limits set forth in Item 9 of the Schedule regardless of the uncollectibility (in whole or in part) of any underlying insured amounts for any reason, including, but not limited to, the financial impairment or insolvency of an underlying Insurer(s).

The risk of uncollectibility (in whole or part) of other insurance, whether because of financial impairment or insolvency of an underlying or other insurer(s) or for any other reason, is expressly retained by the Assured and is not in any way or under any circumstances insured or assumed by Underwriters.

**6. DEFINITIONS**

- (a) Ultimate Net Loss    The words "ultimate net loss" shall mean the loss sustained by the Assured as a result of the perils insured against by this Policy, limited by
- (i) any sub-limits contained within this Policy or the Policy/ies of the Primary and/or Underlying Excess Insurer(s), and
  - (ii) making deductions for all salvages, recoveries and other insurances (other than recoveries under the Policy/ies of the Primary and Underlying Excess Insurer(s)).

(b) Policy Year                      The words "Policy year" shall be understood to mean the period in Item 3 of the Schedule.

## **7. APPLICATION OF RECOVERIES**

All salvages, recoveries or payments recovered or received subsequent to loss settlement under this Policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Assured and the Underwriters, provided always that nothing in this Policy shall be construed to mean that losses under this Policy are not recoverable until the Assured's ultimate net loss has been finally ascertained.

## **8. CANCELLATION**

This insurance may be cancelled by the Assured at any time by written notice or by surrender of this Policy. This insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Assured or by mailing to the Assured, by registered, certified or other first class mail, at the Assured's address as shown in this insurance written notice stating when, not less than thirty (30) days thereafter (or ten (10) days in the event of non payment of premium), the cancellation shall be effective. 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.

If this insurance shall be cancelled by the Assured, the Underwriters shall retain the customary short rate proportion of the premium hereon, except that if this insurance is on an adjustable basis, the Underwriters shall receive the earned premium hereon, or the customary short rate proportion of any minimum premium stipulated herein, whichever is the greater.

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

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

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

## **9. NOTIFICATION OF CLAIMS**

The Assured upon knowledge of any occurrence likely to give rise to a claim hereunder shall give immediate written advice thereof to the person(s) or firm named for the purpose in Item 11 of the Schedule.

## **10. OCCURRENCE LIMIT OF LIABILITY**

The per occurrence Limit of Liability or Amount of Insurance shown in Item 10 of the Schedule, or endorsed onto this Policy, is the total of the Insurer(s) liability applicable to each occurrence, as hereinafter defined. Notwithstanding any other terms and conditions of this Policy to the contrary, in no event shall the liability of the Insurer(s) exceed this limit irrespective of the number of locations involved.

The term 'Occurrence' shall mean any one loss, disaster, casualty or series of losses, disasters, or casualties, arising out of one event. One event shall be considered to be all losses arising during a continuous period of 72 hours. When filing proof of loss, the Assured may elect the moment at which the 72 hour period shall be deemed to have commenced, which shall not be earlier than the first loss to any covered property occurs, during the period of this Policy.

#### **MINIMUM EARNED PREMIUM CLAUSE**

In the event of cancellation of this Policy by the Assured, a minimum premium of (See Declaration Page) of gross written premium as of inception shall become earned; any conditions of the Policy to the contrary notwithstanding.

Failure of the Assured to make timely payment of premium shall be considered a request by the Insured for 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, not subject to the minimum premium.

CSWHFD007

## **WAR AND TERRORISM EXCLUSION ENDORSEMENT**

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

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

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

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

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

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

08/10/01  
NMA2918

## **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION**

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

NMA2962  
06/02/03

## **U.S.A. & CANADA**

### **LAND, WATER AND AIR EXCLUSION**

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

### **SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION**

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

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

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

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

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

### **DEBRIS REMOVAL ENDORSEMENT**

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

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

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

1. In the event of direct physical damage to or destruction of property, for which Underwriters hereon agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay (hereinafter referred to as "Damage or Destruction"), this Policy also insures, within the Sum Insured, subject to the limitations and method of calculation below, and to all the other terms and conditions of the Policy, costs or expenses;

- (a) which are reasonably and necessarily incurred by the Assured in the removal, from the premises of the Assured at which the Damage or Destruction occurred, of debris which results from the Damage or Destruction; and
  - (b) of which the Assured becomes aware and advises the amount thereof to Underwriters hereon within one year of the commencement of such Damage or Destruction.
2. In calculating the amount, if any, payable under this Policy for loss where costs or expenses for removal of debris are incurred by the Assured (subject to the limitations in paragraph 1 above):
- (a) the maximum amount of such costs or expenses that can be included in the method of calculation set out in (b) below shall be the greater of USD25,000 (twenty-five thousand dollars) or 10% (ten percent) of the amount of the Damage or Destruction from which such costs or expenses result; and
  - (b) the amount of such costs or expenses as limited in (a) above shall be added to:
    - (i) the amount of the Damage or Destruction; and
    - (ii) all other amounts of loss, which arise as a result of the same occurrence, and for which Underwriters hereon also agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay; and
- the resulting sum shall be the amount to which any deductible or underlying amount to which this Policy is subject and the limit (or applicable sub-limit) of this Policy, shall be applied.

24/11/88  
NMA2340



### **90% VALUES CLAUSE**

Notwithstanding that this Policy forms part of a layered program of insurance, it is agreed this Policy is subject to the following condition:

If 90% of the correct value of any interest insured by this insurance is at the time of loss found to be more than the value declared by the Assured, prior to the loss, then the Assured's otherwise recoverable loss under this Policy shall be reduced in the same proportion that the value declared bears to 90% of the value at the time of said loss.

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE -  
PHYSICAL DAMAGE - DIRECT (U.S.A.)**

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

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

7/5/59  
NMA1191

**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

## **ASBESTOS ENDORSEMENT**

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

Flood

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

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

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

14/09/2005

LMA5019 (amended)

## SEVERAL LIABILITY NOTICE

### **PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY**

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

07/03/08

LMA5096 (Combined Certificate)

## **LLOYD'S PRIVACY POLICY STATEMENT**

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

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

### **INFORMATION WE COLLECT**

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

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

### **INFORMATION WE DISCLOSE**

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

### **CONFIDENTIALITY AND SECURITY**

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

### **RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION**

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

### **CONTACTING US**

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

06/03  
LSW1135B

**PRE-EXISTING DAMAGE EXCLUSION**

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any property insured hereunder where such property has pre-existing damage, at the effective date of this insurance, and is considered by the Underwriters to be exposed to conditions which would not have been exposed had the previous loss not occurred.

In the event an insured loss to any interest insured hereunder where such interest has pre-existing damage, at the effective date of this insurance, then necessary deduction shall be made to the indemnity hereon.

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

It is agreed that in the event of the failure of the Underwriters/Insurers hereon to pay any amount claimed to be due hereunder, the Underwriters/Insurers hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon Underwriters at Lloyd's and Great Lakes Insurance SE by notifying:

In respect of Underwriters at Lloyd's only:

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

In respect of Great Lakes Insurance SE only:

In respect of California only -Eileen Ridley FLWA Service Corp, C/O Foley and Lardner LLP, 555 California Street, Suite 1700, San Francisco, CA 94104-1520, USA, or as per State law.

In respect of all other States - Mendes and Mount, LLP, 750 Seventh Avenue, New York, NY. 10019-6829, U.S.A. for all other states or as per State Law.

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

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

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

REF1998JOINT



### **MICROORGANISM EXCLUSION (ABSOLUTE)**

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

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

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

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

14/09/2005  
LMA5018

### **REPLACEMENT COST ENDORSEMENT**

In consideration of the premium paid for this Insurance, reference to "Actual Cash Value" in the Policy to which this Endorsement applies are deleted and "Replacement Cost" substituted therefore, subject to the following provisions:

- a) Any settlement shall be based on whichever is the least of the cost of repairing, replacing or reinstating the destroyed or damaged property with material of like kind and quality;
- b) The repair, replacement or reinstatement (all hereinafter referred to as "replacement") shall be intended for the same occupancy as the destroyed or damaged property;
- c) The replacement must be executed with due diligence and dispatch;
- d) 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;
- e) If replacement with material of like kind and quality is restricted or prohibited by any by-laws, ordinance or law, any increased cost of replacement due thereto shall not be covered by this Endorsement.

The Underwriters' liability for loss under this Policy, including this Endorsement, shall not exceed the smallest of the following amounts:

- i. the amount of the Policy applicable to the destroyed or damaged property, or
- ii. the replacement cost of the property or any part thereof identical with such property and intended for the same occupancy and use, or
- iii. the amount actually and necessarily expended in replacing said property or any part thereof,

If the property is rebuilt at a new location, the cost described above shall not exceed the cost that would have been incurred if the property had been rebuilt at its former location.

All other Terms, Clauses and Conditions remain unaltered.

CUIHFD008

## PROPERTY CYBER AND DATA EXCLUSION

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
  - 1.1 Cyber Loss;
  - 1.2 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.
- 2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3 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**

- 4 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.
- 5 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, 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.
- 6 Cyber Incident means:
  - 6.1 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
  - 6.2 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.
- 7 Computer System means:
  - 7.1 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.
- 8 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.

Enquiries, Complaints or Disputes

Should you have an enquiry or wish to make a complaint or dispute concerning your policy or about a claim regarding the coverage under this policy you may do so either in writing or verbally to:-

Amwins Access

50 S Belcher Rd Ste 101

Clearwater, FL 33765

Telephone Number: 1-800-741-4873

Email: [flood@cuifla.com](mailto:flood@cuifla.com)

# **BELL & CLEMENTS LIMITED AND BELL & CLEMENTS INC.**

## **DATA PROTECTION SHORT FORM PRIVACY NOTICE**

This Privacy Notice is designed to help you understand how Bell and Clements (Limited and Inc.) process your (non-public) personal information in relation to your insurance.

### ***Who we are***

Bell & Clements Limited and Bell & Clements Inc. (B&C) (“we” or “us”) act as intermediaries facilitating the placement and purchase of insurance.

As an insurance intermediary, our role is to act as a bridge between your insurance representative, (insurance broker or agent) and the insurance provider.

### ***The basics***

When arranging your insurance coverage, your insurance broker or agent will provide us with (nonpublic) personal information necessary for arranging your insurance cover, which we will collect and use in line with our legal obligations under various Data Protection legislation.

This document is designed to help you understand how we process your (non-public) personal information for insurance purposes.

The information we **may** receive from your insurance broker or agent includes the following (Non-Public) Personal Information and Sensitive (Non-Public) Personal Information (Special Categories of Personal Data):

(Non-Public) Personal Information:

- your name
- date of birth
- address
- contact number
- email address
- your Social Security Number
- financial information
- any other information pertinent in connection with your insurance cover.

Sensitive (Non-Public) Personal Information (Special Categories of Personal Data)

- criminal convictions you may have
- information on your health

This information may also be shared with and used by a number of third parties in the insurance sector for example, insurers, agents or brokers, services providers, reinsurers, loss adjusters, sub-contractors, third-party auditors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your (non-public) personal information in connection with the insurance cover provided and to the extent required or permitted by law.

***Other people's details you provide to us***

Where you provide us or your insurance broker or agent with details about other people, you must share this B&C Data Protection Short Form Privacy Notice with them.

B&C DPSFPN 202311 V1.0

### ***Confidentiality and Security***

Your privacy is important to us and we follow strict security and organisational procedures in the processing, storage and destruction of your information.

### ***Contacting us and your rights***

You have rights in relation to the information we hold about you, including the right to access your information.

If you wish to exercise your rights, discuss how we use your information or request a copy of our privacy notices, please contact us using the details provide below.

Address:           Data Protection Officer  
                      Bell & Clements Limited  
                      55 King William Street  
                      London, EC4R 9AD  
                      United Kingdom  
Telephone:       +44 (0) 20 7650 7530  
Email: [dataprotection@bellandclements.co.uk](mailto:dataprotection@bellandclements.co.uk)

Our full privacy notices (UK GDPR and CCPA notices) are available to be viewed at <https://www.bellandclements.com/privacy-policy>

Bell & Clements Limited is authorised and regulated by the Financial Conduct Authority (FRN 311461).  
Registered in England No 1695841, Registered Office: 55 King William Street, London, EC4R 9AD.





# **GREAT LAKES INSURANCE SE**

## **DATA PROTECTION SHORT FORM PRIVACY NOTICE**

This Privacy Notice is designed to help you understand how Great Lakes Insurance SE process your (non-public) personal information in relation to your insurance.

### ***Who we are***

Great Lakes Insurance SE (“we” or “us”) is the provider of your insurance. You may have purchased your insurance through another party, such as another insurance broker or through an intermediary used to place your insurance.

### ***The basics***

When arranging your insurance coverage, we collect (either indirectly or directly) and use (non-public) personal information about you necessary to provide insurance cover. We will collect and use your (non-public) personal information in line with our legal obligations under various Data Protection legislation.

This document is designed to help you understand how we process your (non-public) personal information for insurance purposes.

The information we **may** receive includes the following (Non-Public) Personal Information and Sensitive (Non-Public) Personal Information (Special Categories of Personal Data):

(Non-Public) Personal Information:

- your name
- date of birth
- address
- contact number
- email address
- your Social Security Number
- financial information
- any other information pertinent in connection with your insurance cover.

Sensitive (Non-Public) Personal Information (Special Categories of Personal Data)

- criminal convictions you may have
- information on your health

This information may also be shared with and used by a number of third parties in the insurance sector for example, insurers, agents or brokers, services providers, reinsurers, loss adjusters, sub-contractors, third-party auditors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your (non-public) personal information in connection with the insurance cover provided and to the extent required or permitted by law.

### ***Other people's details you provide to us***

Where you provide us or your insurance broker or agent with details about other people, you must share this Great Lakes Insurance SE Data Protection Short Form Privacy Notice with them.

### ***Confidentiality and Security***

Your privacy is important to us and we follow strict security and organisational procedures in the processing, storage and destruction of your information.

### ***Contacting us and your rights***

You have rights in relation to the information we hold about you, including the right to access your information.

If you wish to exercise your rights, discuss how we use your information or request a copy of our privacy notices, please contact us using the details below:

Address:           Data Protection Officer  
                      Great Lakes Insurance SE  
                      10 Fenchurch Avenue  
                      London, EC3M 5BN  
                      United Kingdom  
Telephone:       +44 (0) 20 7650 7530  
Email: [dataprotection@glise.com](mailto:dataprotection@glise.com)

Our full privacy notices (UK GDPR and CCPA notices) are available to be viewed at <https://www.munichre.com/en/general/privacy.html>

- + Move down to the middle of the page until you find the header “Data Protection information structured by Munich Re Group entities and Topics”.
- + On the table under this heading, click on ‘Entity’ – this will change the list of documents in the table.
- + Move to the bottom of the table where you will find Great Lakes Insurance SE (GLISE) and Great Lakes Insurance UK Limited named.
  - + Click on Great Lakes Insurance SE (GLISE) and Great Lakes Insurance UK Limited to reveal the privacy notices for that entity.
- + Click on the name of the document to view the Privacy Notice.



## **DATA PROTECTION SHORT FORM INFORMATION NOTICE**

### **Your Personal Information Notice**

#### ***Who we are***

We are an intermediary involved in the placement of the binding authority agreement between the Insurer(s) and the Intermediary identified in the contract of insurance.

#### ***The basics***

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

#### ***Other people's details you provide to us***

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

#### ***Want more details?***

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

#### ***Contacting us and your rights***

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us, or the agent or broker that arranged your insurance who will provide you with our contact details at:

Data Protection Officer  
Amwins Global Risks Ltd  
22 Bishopsgate  
London  
EC2N 4BQ

Telephone: +44 (0) 20 7469 0100

Email: [dpo@amwins.com](mailto:dpo@amwins.com)

The Privacy Policy for Amwins Global Risks can be found at [www.amwins.com/privacy](http://www.amwins.com/privacy)

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## SECURITY

**Order Hereon 100% of 100%**

**Binding Authority Reference B123024CUI1414**

**100% of 59.4203% Order**

31.7074% SYNDICATE 2987 BRT

31.7073% SYNDICATE 1200 WSM

31.7073% SYNDICATE 1618 KII

4.8780% SYNDICATE 1225 AES

**100.0000%**

**Binding Authority Reference B123024CUI1405**

**100% of 25.1208% Order**

100.0000% SYNDICATE 0033 HIS

**100.0000%**

**Binding Authority Reference RF03764A24**

**100% of 15.4589% Order**

100.0000% GREAT LAKES INSURANCE SE

BINDING AUTHORITY AGREEMENT NUMBER:

3764/2024

**100.0000%**