

YOUR

**COMMERCIAL POLICY**

ISSUED BY

**Wilshire Insurance Company**

**A Stock Company**

**Address:**

4200 Six Forks Rd, Suite 1400  
Raleigh, NC 27609  
(800)525-7486

**A Member of:**



IN WITNESS WHEREOF, the Company has caused the facsimile signatures of its President and Secretary to be affixed hereto, and caused this policy to be signed on the Declarations Page by an authorized representative of the Company.

*Michael D. Blum*  
Secretary

*D-P-5*  
President

## CLAIM REPORTING POLICYHOLDER NOTICE

To report a claim under the policy, you may contact us as shown below. The following information will assist us with the handling of your claim:

- Include your Policy Number and / or Claims Number in all communication with us.
- Provide us with a copy of any suit, demand for arbitration or mediation, claims letter or similar notice.
- Send copies of any internal reports related to the loss.

<b>Company:</b>	Wilshire Insurance Company
<b>By phone – To report a claim or check status:</b>	1(866) 576-7971 - Toll-free
<b>To report a claim online:</b>	<a href="http://www.iatinsurance.com/claims">www.iatinsurance.com/claims</a>
<b>To submit a loss notice:</b>	<a href="mailto:new.loss@iatinsurance.com">new.loss@iatinsurance.com</a>
<b>Fax correspondence:</b>	919-834-0855
<b>For all mail correspondence:</b>	PO Box 17449 Raleigh, NC 27619-7449

*We will always acknowledge each first notice of loss, initiate contact with you and will request information that may be needed to evaluate your claim.*

Insured's Name: Sherwin Condominium Management Assn Inc. Policy #: IMP4000971 02

Policy Dates: From: 05/01/2025 To: 05/01/2026

Surplus Lines Agent's Name: Susan Brown Flemming

Surplus Lines Agent's Physical Address: 1227 S. Patrick Dr., Ste 101 Satellite Beach, FL 32937

Surplus Lines Agent's License #: A085932

Producing Agent's Name: Trey Thigpen

Producing Agent's Physical Address: 780 W. Granada Boulevard Ormond Beach FL, 32174

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

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

Policy Premium: \$175,000.00

SL Agent Policy Fee: \$1,500.00

Inspection Fee: \_\_\_\_\_

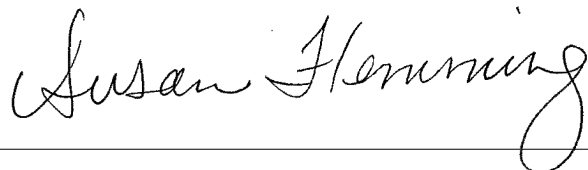
Other Policy Fees: \_\_\_\_\_

Tax: \$8,719.10

FSLSO Service Fee: \$105.90

EMPA Surcharge: \$4.00

Surplus Lines Agent's Countersignature: \_\_\_\_\_



☐ **THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.**

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



**Wilshire Insurance Company**  
4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609  
(800)525-7486

## COMMON POLICY DECLARATIONS

**Policy Number:** IMP4000971 02

Renewal of Number:IMP4000971 01

Transaction Type: Renew

### Named Insured and Mailing Address

Sherwin Condominium Management Assn Inc.  
2555 S Atlantic Ave  
Daytona Beach, FL 32118-5546

### Agency and Mailing Address

Amwins Ins Brokerage LLC - Satellite Beach 1227  
S Patrick Dr Ste 101  
Satellite Beach, FL 32937

This insurance is issued pursuant to the Florida Surplus Lines law. Persons insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.

Surplus Lines Agent: Susan Brown Flemming

Surplus Lines Agent License #: A085932

Policy Period: From 05-01-2025 to 05-01-2026 12:01 A.M. Standard Time at your mailing address shown above.

**Business Description:** Residential Condominium Association

Tax State: FL

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

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

	PREMIUM
Commercial Property	\$175,000.00
Other Charges:	

POLICY PREMIUM	\$175,000.00
TOTAL OTHER CHARGES	\$0.00
TOTAL AT INCEPTION	\$175,000.00

Form(s) and Endorsement(s) made a part of this policy at time of issue\*:

**See SCHEDULE OF FORMS AND ENDORSEMENTS – PIL 10 10**

\*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

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

## SCHEDULE OF FORMS AND ENDORSEMENTS

Insured Name: Sherwin Condominium Management Assn Inc.

Form(s) and Endorsement(s) made a part of this policy at time of issue:

PIL30011118	- COMMERCIAL LINES POLICY JACKET
PIL20160121	- CLAIM REPORTING POLICYHOLDER NOTICE
PIL00100521	- COMMON POLICY DECLARATIONS
PIL10100818	- SCHEDULE OF FORMS AND ENDORSEMENTS
IL00171198	- COMMON POLICY CONDITIONS
CP00900788	- COMMERCIAL PROPERTY CONDITIONS
PCP32390424	- EXCESS OF LOSS COVERAGE DECLARATIONS
PCP32400424	- EXCESS OF LOSS COVERAGE FORM
PCP32420424	- EQUIPMENT BREAKDOWN EXCLUSION
PCP32450424	- FLOOD EXCLUSION
PCP32460424	- EARTH MOVEMENT EXCLUSION
PCP32610820	- WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE - WITH DOLLAR MINIMUM AMOUNT
PCP32880424	- ORDINANCE OR LAW COVERAGE
PCP32990324	- MINIMUM EARNED PREMIUM ENDORSEMENT
PCP33180724	- COVERAGE RESTRICTIONS
IL09530115	- EXCLUSION OF CERTIFIED ACTS OF TERRORISM
PIL20150820	- NOTICE OF DISCLOSURE FOR AGENT BROKER & MANAGING GENERAL AGENCY COMPENSATION
ILP0010104	- U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC) ADVISORY NOTICE TO POLICYHOLDERS
PRNotice0118	- NOTICE OF PRIVACY POLICY

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

## COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

### A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

### B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

### C. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

### D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

### E. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

### F. NO BENEFIT TO BAILEE

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

### G. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

### H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing:
  - a. During the policy period shown in the Declarations; and
  - b. Within the coverage territory.
2. The coverage territory is:
  - a. The United States of America (including its territories and possessions);
  - b. Puerto Rico; and
  - c. Canada.

## **I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
  - a. Someone insured by this insurance;
  - b. A business firm:
    - (1) Owned or controlled by you; or
    - (2) That owns or controls you; or
  - c. Your tenant.

This will not restrict your insurance.



## EXCESS OF LOSS COVERAGE DECLARATIONS

**A. LAYER(S) AND LIMITS OF INSURANCE**

All limits of insurance are per occurrence unless noted.

Layer 1	Limit Of Insurance
Limit Of Insurance:	\$33,601,137
Loss Limit Attachment Point:	\$20,000,000
Special Conditions Applicable to Layer 1:	
Layer 2	Limit Of Insurance
Limit Of Insurance:	
Loss Limit Attachment Point:	
Special Conditions Applicable to Layer 2:	
Layer 3	Limit Of Insurance
Limit Of Insurance:	
Loss Limit Attachment Point:	
Special Conditions Applicable to Layer 3:	

**B. LOCATIONS AND VALUES INSURED**1. **Locations Insured:** Per the schedule on file with the company.2. **Total Insured Values at Policy Inception:** \$53,601,137**C. UNDERLYING INSURANCE**

Lead Carrier	Policy Number	Limit Of Insurance
RLI Underwriting Services, Inc.	MPC0609006	\$10,000,000

**FORMS AND ENDORSEMENTS** (other than applicable Forms and Endorsements shown elsewhere in the policy)

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

**See SCHEDULE OF FORMS AND ENDORSEMENTS - PIL 10 10**

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

## EXCESS OF LOSS COVERAGE FORM

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

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing the insurance represented in this policy.

### A. EXCESS OF LOSS COVERAGE

This policy covers your adjusted loss in excess of the amount you may recover for direct physical loss of or damage to Covered Property following the terms and conditions, including any endorsements attached thereto, of the Lead Carrier's insurance policy shown in the Declarations.

Coverage under this policy applies only when the Lead Carrier, and all other underlying insurance policies, have paid or admitted liability for the full amount of their policy limits.

### B. EXCESS OF LOSS ATTACHMENT POINT

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage from all underlying insurance policies exceeds the Loss Limit Attachment Point shown in the Declarations. We will then pay the amount of the adjusted loss or damage in excess of the Loss Limit Attachment Point, up to the lesser of the:

1. Total Building, Business Personal Property and, if applicable, the Business Income values shown on the latest Statement of Values for the location at which the loss or damage occurred; or
2. Loss Limit of Insurance.

### C. SPECIFIC EXCLUSIONS

The following Specific Exclusions apply to this policy regardless of any coverage that may be provided under the Lead Carrier Insurance Policy or other underlying or participating insurance policies. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

#### 1. Cyber Incident

We will not pay for loss or damage caused directly or indirectly by the following.

- a. Unauthorized access to or use of any computer system (including electronic data).
- b. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including electronic data) or otherwise disrupt its normal functioning or operation.
- c. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

#### 2. Exclusion Of Certain Computer-Related Losses

We will not pay for loss or damage caused directly or indirectly by the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage:

- a. The failure, malfunction or inadequacy of any of the following, whether belonging to you or to others:
  - (1) Computer hardware, including microprocessors;
  - (2) Computer application software;
  - (3) Computer operating systems and related software;
  - (4) Computer networks;

- (5) Microprocessors (computer chips) not part of any computer system; or
- (6) Any other computerized or electronic equipment or components; or
- b. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph a. of this exclusion;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.

### **3. Existing Damage**

- a. We will not pay for loss or damage which occurred prior to policy inception regardless of whether such damages were apparent at the time of the inception of this policy; or became apparent at a later date.
- b. We will not pay for loss or damage for any claims or damages arising out of:
  - (1) Workmanship; or
  - (2) Repairs and/or lack of repairs;arising from damage which occurred prior to policy inception.
- c. We will not pay for loss or damage until and unless all structures covered by any previous, underlying or participating policy(ies) have been fully and completely repaired.  
Prior to such completion of repairs, coverage will be limited to the greater of:
  - (1) The actual cash value of the property at the time of a covered loss occurring during this policy period; or
  - (2) The cost of repairing the property to a state at which it existed at the time of a covered loss, provided that such repairs have been made.

### **4. Virus Or Bacterium**

We will not pay for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.

## **D. ADDITIONAL CONDITIONS**

### **1. Additional Forms Or Endorsements**

When additional forms or endorsements are shown in the Declarations as applying to this policy, which are not attached to the Lead Carrier's insurance policy, the provisions of such forms or endorsements will apply to this policy.

### **2. Underlying Carrier Default**

The default or failure of any underlying insurance carrier to pay its portion of loss will not affect coverage under this policy, nor will such default affect the Loss Limit Attachment Point shown in the Declarations.

### **3. Maintenance Of Underlying Policies**

You must maintain any underlying insurance policy(ies) in full force and effect. Your failure to do so will not affect the Loss Limit Attachment Point shown in the Declarations and our loss adjustment will be done on the basis that such underlying policy(ies) remained in full force and effect.

### **4. Conformity To Statutes**

Any provisions required by law to be included in policies issued by us shall be deemed to have been included in this policy. If the provisions of this policy conflict with the laws of any jurisdiction in which this coverage applies, and if such provisions are required by law to be stated in this policy, this policy is agreed to read so as to eliminate such conflict and is deemed to include such provisions for insured locations within such jurisdictions.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EQUIPMENT BREAKDOWN EXCLUSION**

This endorsement modifies insurance provided under the following:

EXCESS OF LOSS COVERAGE FORM  
LAYERED PARTICIPATION COVERAGE FORM  
PARTICIPATING INSURANCE COVERAGE FORM

The following Exclusions apply to this policy regardless of any coverage that may be provided under the Lead Carrier insurance policy or other underlying or participating insurance policies.

- A.** We will not pay for loss or damage to Covered Property caused directly or indirectly by explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control.

But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion.

- B.** We will not pay for loss or damage to Covered Property caused directly or indirectly by mechanical breakdown, including rupture or bursting caused by centrifugal force of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control.

But if mechanical breakdown results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

- C.** We will not pay for loss or damage to Covered Property caused directly or indirectly by artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes, but is not limited to, electrical current, including arcing; electrical charge produced or conducted by a magnetic or electromagnetic field; pulse of electromagnetic energy; electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by that fire.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **FLOOD EXCLUSION**

This endorsement modifies insurance provided under the following:

EXCESS OF LOSS COVERAGE FORM  
LAYERED PARTICIPATION COVERAGE FORM  
PARTICIPATING INSURANCE COVERAGE FORM

The following Exclusion applies to this policy regardless of any coverage that may be provided under the Lead Carrier insurance policy or other underlying or participating insurance policies.

- A.** We will not pay for loss or damage caused directly or indirectly by flood. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.
- B.** As used in this exclusion, flood means any of the following, all whether naturally occurring or due to man-made or other artificial causes:
  - 1.** Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether driven by wind (including storm surge) or not;
  - 2.** Mudslide or mudflow;
  - 3.** Water under the ground surface pressing on, or flowing or seeping through;
    - a.** Foundations, walls, floors or paved surfaces;
    - b.** Basements, whether paved or not; or
    - c.** Doors, windows or other openings;
  - 4.** Water or sewage that backs up, overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment; or
  - 5.** Waterborne material carried or otherwise moved by any of the water referred to in **1.**, **3.**, or **4.**, or material carried or otherwise moved by mudslide or mudflow.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EARTH MOVEMENT EXCLUSION**

This endorsement modifies insurance provided under the following:

EXCESS OF LOSS COVERAGE FORM  
LAYERED PARTICIPATION COVERAGE FORM  
PARTICIPATING INSURANCE COVERAGE FORM

The following Exclusion applies to this policy regardless of any coverage that may be provided under the Lead Carrier insurance policy or other underlying or participating insurance policies.

- A.** We will not pay for loss or damage to Covered Property caused directly or indirectly by earth movement. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.
- B.** As used in this exclusion, earth movement means any of the following, all whether naturally occurring or due to man-made or other artificial causes:
  - 1.** Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;
  - 2.** Landslide, including any earth sinking, rising or shifting related to such event;
  - 3.** Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
  - 4.** Earth sinking (other than sinkhole collapse), rising or shifting; or
  - 5.** Volcanic eruption, explosion or effusion.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE - WITH DOLLAR MINIMUM AMOUNT**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM

### **SCHEDULE**

<b>Premises Number</b>	<b>Building Number</b>	<b>Windstorm or Hail Deductible Percentage</b>	<b>Minimum Dollar Deductible</b>	<b>Maximum Dollar Deductible</b>
1	1	5%	\$100,000	

The Windstorm or Hail Deductible, as shown in the Schedule and set forth in this endorsement, applies to covered loss or damage caused directly or indirectly by Windstorm or Hail. This Deductible applies to each occurrence of Windstorm or Hail.

With respect to Covered Property identified in the Schedule, no other deductible applies to Windstorm or Hail.

Nothing in this endorsement implies or affords coverage for any loss or damage that is excluded under the terms of any other exclusion in this policy.

### **WINDSTORM OR HAIL DEDUCTIBLE**

#### **Calculation Of The Deductible:**

1. A Deductible is calculated separately for, and applies separately to:
  - a. Each building that sustains loss or damage;
  - b. The personal property at each building at which there is loss or damage to personal property; and
  - c. Personal property in the open.If there is damage to both a building and personal property in that building, separate deductibles apply to the building and to the personal property.
2. We will not pay for loss or damage until the amount of the adjusted loss or damage exceeds the Windstorm or Hail Deductible shown above, subject to the Minimum or Maximum Deductible per occurrence. We will calculate the dollar amount of the deductible by multiplying the applicable percentage shown by the value of the Covered Property at the time of loss or damage. We will then pay the amount of loss or damage in excess of the Deductible, or the Minimum or Maximum deductible per occurrence, whichever is greater, up to the applicable Limit(s) of Insurance, after any reduction required by any of the following: Coinsurance Condition or Agreed Value Optional Coverage.
3. When property is covered under the Coverage Extension for Newly Acquired Or Constructed Property: In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage of the value(s) of the property at time of loss, subject to the Minimum or Maximum Deductible per occurrence. The applicable percentage for Newly Acquired Or Constructed Property is the highest percentage shown in the Schedule for any described premises.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ORDINANCE OR LAW COVERAGE**

This endorsement modifies insurance provided under the following:

EXCESS OF LOSS COVERAGE FORM  
LAYERED PARTICIPATION COVERAGE FORM  
PARTICIPATING INSURANCE COVERAGE FORM

The following applies to this policy regardless of any coverage that may be provided under the Lead Carrier insurance policy or other underlying or participating insurance policies.

### **A. Coverage**

#### **1. Undamaged Building Coverage**

With respect to the building that has sustained covered direct physical damage, we will pay for the loss in value of the undamaged portion of the building that requires demolition in compliance with an ordinance or law that is in force at the time of loss, or is promulgated or revised after the loss but prior to commencement of reconstruction or repair and provided that such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy of undamaged parts of the same building.

#### **2. Application Of Coverage**

Coverage under this endorsement applies only if:

- a. The building sustains only direct physical damage that is covered under this policy as a result of such damage, you are required to comply with the ordinance or law; or
- b. The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and as a result of the building damage in its entirety, you are required to comply with the ordinance or law.

However, there is no coverage under this endorsement if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, even if the building has also sustained covered direct physical damage.

3. Coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.
4. We will not pay under this endorsement for:
  - a. Enforcement of or compliance with any ordinance or law which requires the demolition of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
  - b. The costs associated with the enforcement of or compliance with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria. We will not pay under this endorsement for any loss in value or any cost incurred due to an ordinance or law that you were required to comply with before the time of the current loss, even in the absence of building damage, if you failed to comply.
5. Undamaged Building Coverage is included within the Limit Of Insurance applicable to such building as shown in the Declarations or addressed elsewhere in this policy and does not increase the Limit Of Insurance.



## **B. Definitions**

The following Definitions are added:

1. "Fungus" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.
2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MINIMUM EARNED PREMIUM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

### **SCHEDULE**

Dollar Minimum Earned Premium:	
Percentage Minimum Earned Premium:	50%

#### **Minimum Earned Premium**

In the event you cancel this policy, the Minimum Earned Premium shall be the applicable minimum earned premium shown in the Schedule.

If a Percentage Minimum Earned Premium is shown in the Schedule, we will calculate the dollar amount of the minimum earned premium by multiplying the applicable percentage shown by the policy premium at the time of cancellation.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COVERAGE RESTRICTIONS**

This endorsement modifies insurance provided under the following:

EXCESS OF LOSS COVERAGE FORM  
LAYERED PARTICIPATION COVERAGE FORM  
PARTICIPATING INSURANCE COVERAGE FORM

The following Coverage Restrictions apply to this policy regardless of any Coverage, Extension Of Coverage or Additional Coverage that may be provided under the Lead Carrier insurance policy or other underlying or participating insurance policies.

**1. Newly Acquired Or Constructed Property - Restriction Of Coverage Period**

Unless you report any new acquisition to us, coverage for newly acquired or constructed Buildings, or for newly acquired Business Personal Property is limited to the number of days as stated in the Lead Carrier's policy, not to exceed 90 days from the date of your acquisition.

**2. Builders' Risk Course Of Construction Restriction**

No coverage is provided for property in the course of construction.

**3. Miscellaneous Unnamed Locations Restriction**

Any Coverage, Extension Of Coverage or Additional Coverage under the Lead Carrier insurance policy or other underlying or participating insurance policies relating to coverage for Miscellaneous Unnamed Locations, Unnamed Locations, Unlisted Locations or Unscheduled Locations does not apply to this policy.

**4. Errors Or Omissions Restriction Coverage**

Any Coverage, Extension Of Coverage or Additional Coverage under the Lead Carrier insurance policy or other underlying or participating insurance policies relating to coverage for error or omission in reporting or describing the location, construction, occupancy or value of Covered Property does not apply to this policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 CRIME AND FIDELITY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART  
 FARM COVERAGE PART  
 STANDARD PROPERTY POLICY

### **SCHEDULE**

The **Exception Covering Certain Fire Losses** (Paragraph **C**) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

<b>State(s)</b>	<b>Coverage Form, Coverage Part Or Policy</b>
FL	EXCESS OF LOSS COVERAGE PART
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A.** The following definition is added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**B.** The following exclusion is added:

#### **CERTIFIED ACT OF TERRORISM EXCLUSION**

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

**C. Exception Covering Certain Fire Losses**

The following exception to the exclusion in Paragraph **B.** applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

#### **D. Application Of Other Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.



**Acceptance Indemnity Insurance Company**

## **NOTICE OF DISCLOSURE FOR AGENT, BROKER & MANAGING GENERAL AGENCY COMPENSATION**

If you want to learn more about the compensation IAT pays agents, brokers or managing general agencies please visit:

<https://www.iatinsurancegroup.com/docs/default-source/legal/producer-compensation-disclosure.pdf>.

This notice is provided on behalf of IAT Insurance Group and Acceptance Indemnity Insurance Company

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

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

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

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

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

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

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

# **Notice of Privacy Policy**

## **IAT Insurance Group**

ACCEPTANCE CASUALTY INSURANCE COMPANY \* ACCEPTANCE INDEMNITY INSURANCE COMPANY \*  
COMMERCIAL ALLIANCE INSURANCE COMPANY \* IAT RE \* HARCO NATIONAL INSURANCE COMPANY \*  
OCCIDENTAL FIRE & CASUALTY COMPANY OF NC \* SERVICE INSURANCE COMPANY \* TRANSGUARD  
INSURANCE COMPANY \* WILSHIRE INSURANCE COMPANY

This notice is from the member companies of IAT Insurance Group ("IAT") listed above. IAT values you as a customer and respects your right to privacy. We also respect your right to keep your personal information confidential and to avoid unwanted solicitations. In the course of our business relationship with you, we collect information about you that is necessary to provide you with our products and services. We treat this information as confidential and recognize the importance of protecting it. This notice describes our privacy practices regarding information about our customers and former customers that obtain financial products or services from us.

### **Information We May Collect**

We collect information about you to provide you with the coverage, product, or service you request and to service your account. The information ("nonpublic personal information") we collect about you and members of your household ("you") is generally from the following sources:

- Information we receive from you on applications or other forms, such as your address, telephone number, driver's license number, and social security number;
- Information about your transactions with us and our affiliates, such as your payment history, policy coverage, and premiums;
- Information we receive from a consumer report agency or insurance support organization, such as driving records, credit report information, and claim history; and
- Information from your visits to [iatinsurance.com](http://iatinsurance.com) or other websites we operate, use of our social media sites, and interactions with our online advertisements.

### **Information Disclosure**

In order to better serve you and to assist in meeting your product and service needs, we share our information about your insurance transactions and experiences with companies related to us by common control or ownership and with our network of agents. We may also disclose information about you to financial institutions and companies that perform marketing services for us or with whom we have joint marketing agreements, as permitted by law. Additionally, we may share information as necessary to handle your claims and to protect you against fraud and unauthorized transactions. We do not disclose any nonpublic personal information about you to any third parties, except as described in this notice or otherwise permitted by law.

### **Security of Information**

We also take steps to safeguard your information. We maintain physical, electronic, and organizational safeguards to protect your information. We also restrict access to your information to those employees and other parties who have a need to know that information, in order to provide products or services to you.

If a material change is made to this Notice, a revised version of the Notice of Privacy Policy will be made available to you. We sincerely appreciate your continued business.

