



Re:      Name Insured:      The Sherwin Condominium Management Association, Inc  
         Insured Address:      2555 S Atlantic Ave, Daytona Beach Shores, FL 32118  
         Policy Number:      TX2505012NTR  
         Policy Period:      May 1, 2025 - May 1, 2026

**SYNDICATE 1322 AT LLOYD'S PROPERTY INSURANCE POLICY ISSUANCE**

On behalf of Syndicate 1322 at Lloyd's, Trium Property U.S. Services, Inc. ("Trium") is pleased to provide the attached policy package for The Sherwin Condominium Management Association, Inc.

Thank you for considering Trium, we appreciate the opportunity to work with you. If you have any questions or need further clarification, please do not hesitate to contact me.

Best Regards,



**FLORIDA SURPLUS LINES NOTICE  
BROKER AND LICENSE INFORMATION**

**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.**

BROKER INFORMATION	
<b>SURPLUS LINES AGENCY:</b>	Amwins Insurance Brokerage, LLC
<b>SURPLUS LINES INDIVIDUAL:</b>	Susan Flemming
<b>SURPLUS LINES LICENSE NUMBER:</b>	A085932
<b>ADDRESS:</b>	1227 S Patrick Drive, Suite 101, Satellite Beach, FL 32937

Insured's Name: The Sherwin Condominium Management Association, Inc. Policy #: TX2505012NTR

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 Ormand Beach FL, 32174

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

Policy Premium: \$75,000.00

SL Agent Policy Fee: \$2,155.24

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

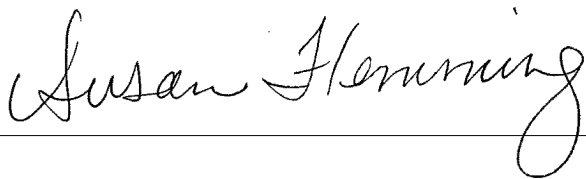
Other Policy Fees: \$500.00

Tax: \$3,836.17

FSLSO Service Fee: \$46.59

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.**



Syndicate 1322 at Lloyd's

## EXCESS PROPERTY INSURANCE POLICY DECLARATIONS PAGE

<b>POLICY NUMBER:</b>	TX2505012NTR
<b>NOTICE: PLEASE READ THIS POLICY CAREFULLY TO DETERMINE WHAT IS COVERED AND NOT COVERED. THE LIMIT OF INSURANCE AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY THE PAYMENT OF DEFENSE COSTS. THIS INSURANCE ISSUED BY A NON-ADMITTED INSURER AND HAS BEEN PROCURED AND DEVELOPED AS SURPLUS LINES COVERAGE. FOR STATE-SPECIFIC DISCLOSURES AS TO SURPLUS LINES INSURANCE, PLEASE SEE THE ENDORSEMENTS ATTACHED HERETO.</b>	

ITEM 1. NAMED INSURED	
<b>NAMED INSURED:</b>	The Sherwin Condominium Management Association, Inc
<b>ADDRESS:</b>	2555 S Atlantic Ave, Daytona Beach Shores, FL United States of America 32118

ITEM 2. POLICY PERIOD	
<b>Effective Date:</b>	May 1, 2025
<b>Expiration Date:</b>	May 1, 2026
<b>12:01 a.m. at address in Item 1</b>	

ITEM 3. COVERAGE PROVIDED AND LIMITS	
Limits of Insurance	\$10,000,000(100%) per occurrence in excess of \$10,000,000 per occurrence per schedule and excess of the deductibles in each occurrence.
Perils Included	Direct Physical Loss or Damage Including: Named Windstorm, All Other Wind and Hail, All Other Perils Excluding: Earthquake, Flood, TRIA
Coverages	Real Property Business Personal Property Time Element
Valuation	As per the lead and controlling policy to which this policy attaches.
Coinurance	As per the lead and controlling policy to which this policy attaches.
Deductibles	As per the lead and controlling policy to which this policy attaches.
Total Insurable Values	\$53,561,387

ITEM 4. PREMIUM AND FEES		
Premium: *	\$	75,000
Policy Fee:	\$	500
Total Cost:	\$	75,500

\*Not inclusive of surplus lines taxes or other applicable fees.



#### ITEM 5. INSURER

Syndicate 1322 at Lloyd's  
P.O. Box 723

Farmington, CT 06034

#### ITEM 6. CLAIMS HOTLINE & NOTICE OF CLAIM

**Claims Hotline** 833-587-4652 (toll-free)

**Notice of Claim Email** [claims@triumproperty.com](mailto:claims@triumproperty.com)

**Notice of Claim by Mail** Trium Property U.S. Services, Inc.  
PO Box 723, Farmington, CT 06034

#### ITEM 7. ENDORSEMENTS

FORM NUMBER	FORM TITLE
TPSLFL 001	Florida Surplus Lines Notice and Broker Information
ESPCL 001 01 24	Property Policy Issuance Cover Letter
ESPXS 001 01 24	Excess Declarations
TRP 10 02 01 24	Property - Excess Coverage Form
ESPSE 001 03 25	Lloyd's Certificate nma2868
ESPSP 001 01 24	Service of Process
ESPLRP 002 07 24	Notice to Policyholder - Loss Reporting Procedures
IL 00 17 11 98	Common Policy Conditions
CP 00 90 07 88	Commercial Property Conditions
TRP 12 01 01 24	Permission for Excess Endorsement
TRP 04 01 01 24	Minimum Earned Premium
CP 01 70 09 02	Electronic Data
TRP 04 02 01 24	Occurrence Limit of Liability Endorsement
CP 01 71 09 02	Limitation on Fungus, Wet Rot, Dry Rot, and Bacteria
IL 09 35 07 02	Exclusion of Certain Computer Related Losses
TRP 21 01 01 24	Seepage and/or Pollutants Contamination Exclusion
TRP 21 02 01 24	EIFS Exclusion
CP 01 40 07 06	Virus or Bacteria Exclusion
TRP 21 03 01 24	Pre-Existing Damage Exclusion Endorsement
CP 10 75 12 20	Cyber Incident Exclusion
CP 12 70 09 96	Joint or Disputed Loss Agreement
IL 09 53 01 15	Exclusions of Certified Acts of Terrorism
IL 09 85 12 20	Disclosure pursuant to TRIA
IL P 001 01 04	OFAC Endorsement
LMA 3100A 10 23	Sanctions Limitation Clause
NMA 0466 01 38	War Exclusion
NMA 1191 07 59	Radioactive Contamination Exclusion Clause - Physical Damage - Direct

#### NOTES:

**Lead Controlling Policy carrier and number: Mt. Hawley Insurance Company, MPC0609006**



**In witness hereof, the Insurer has caused this Policy to be executed and attested by an authorized representative of the Insurer.**

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Authorized Representative



*Syndicate 1322 at Lloyd's*

## PROPERTY – EXCESS COVERAGE FORM

**THESE COMMON POLICY CONDITIONS, TOGETHER WITH THE APPLICATION, DECLARATIONS PAGE(S), COVERAGE FORM(S) AND ANY ENDORSEMENT(S) COMPLETE THE POLICY. IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THE POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

Throughout this Policy, the words "you" and "your" or "insured" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured pursuant to the terms of the Controlling Underlying Insurance Policy as shown in the Excess Schedule. The words "we", "us" and "our" refer to the Company providing this insurance as shown in the Declarations.

### 1. INSURING CLAUSE:

Subject to the limitations, terms and conditions contained in this Policy or added hereto and the Controlling Underlying Insurance Policy as provided by paragraph (2) below, the Company agrees to indemnify the Insured named in the Declarations in respect of:

- a. direct physical loss or damage to the property(ies) described in the Declarations Page; and
- b. while located or contained in property(ies) as described in the Declarations Page; and
- c. occurring during the period stated in Declarations Page; and
- d. caused by any covered perils as are set forth in the Excess Schedule, and
- e. which are also covered by the Controlling Underlying Policy specified in the Excess Schedule and
- f. issued by the Controlling Underlying Policy insurer stated therein.

### 2. CONTROLLING UNDERLYING POLICY:

In respect of the perils hereby insured against, this Policy is subject to the same terms, conditions, limits and warranties as are contained in or as may be added to the CONTROLLING UNDERLYING POLICY designated in the Excess Schedule, Schedule of Underlying Insurance, (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) prior to the happening of a loss for which claim is made hereunder. Should any alteration be made in the premium for the policy(ies) of any underlying insurance policies shown in the Excess Schedule, then the premium hereon shall be adjusted accordingly.

### 3. LIMIT:

Liability attaches to the Company only after all primary and underlying excess insurer(s) shown in the Schedule of Underlying Insurance in the Excess Schedule have paid or have admitted liability for the full amount of their respective Ultimate Net Loss liability. The limits of the Company's liability then shall be those set forth in the Declarations, "Limit of Liability". The Company shall be liable to pay the Ultimate Net Loss in excess of all Underlying insurance, up to the full amount of such "Limits of Insurance".

### 4. EXCLUSIONS:

Notwithstanding any other provision of the CONTROLLING UNDERLYING POLICY, this policy does not cover any loss, damage, indemnity, or expense related to or resulting from:

- a. the release, discharge or dispersal of contaminants or pollutants or the cost of



- cleaning up polluting and contaminating substances;
- b. asbestos or any materials containing asbestos in whatever form or quantity;
- c. war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion, or revolution;
- d. domestic or international terrorism, whether or not "certified" as an act of terrorism by the U.S. Government under the TRIA Act, unless coverage is elected and endorsed hereto;
- e. nuclear incidents or hazards, including but not limited to radiation.

This exclusion applies whether or not there are one or more other causes (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss, damage, cost, or expense.

#### 5. DEFINITIONS:

- a. **Loss:** The word "loss" shall mean a loss or series of losses arising out of losses arising out of one event or occurrence.
- b. **Ultimate Net Loss:** The words "ultimate net loss" shall mean the loss sustained by the insured as a result of the happening of the perils covered by this Policy after making deductions for all salvages, recoveries, and other valid and collectible insurance [other than recoveries under the policy(ies) shown in the Schedule of Underlying Insurance in the Excess Schedule.]
- c. **Pollutant** means any solid, liquid gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes material to be recycled, reconditioned or reclaimed.

#### 6. MAINTENANCE OF UNDERLYING INSURANCE:

It is a condition of this Policy that the policies shown in the Schedule of Underlying Insurance shall be

maintained in full effect during the currency of this policy, or so deemed.

#### 7. APPLICATION OF RECOVERIES:

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

There is no recovery under this excess policy as respects those coverages which are sublimited within policy(ies) shown in the Schedule of Underlying Insurance in the Declarations. However, we recognize that the Underlying Insurance limits can be eroded or exhausted, wholly or partially, by application of said sublimits.

#### 8. NOTIFICATION OF CLAIMS:

The insured, upon knowledge of any occurrence likely to give rise to a claim hereunder, shall give immediate written notice thereof to the Company, or the Company's representative, if an alternative claims contact is provided to the insured.

#### 9. ARBITRATION:

In case of any dispute arising with respect to this Agreement, either party may request in writing that the dispute be referred to binding arbitration pursuant to the guidelines of the American Arbitration Association. Each party will select its party-appointed arbitrator within 30 days of notice of such arbitration, and the parties shall agree to an umpire within the following 30 days by agreement, or if not agreed, by each party submitting 3 candidates. The parties shall strike two of the opposing candidates and choose from the two by lots. Arbitration will take place at a location agreed upon by the parties. Each party will submit its case





within 60 days following the selection of the third arbiter, unless otherwise agreed. The arbiters will not be required to observe formal rules of evidence or procedure. The arbiters will give their decision in writing at the earliest convenient date, but not later than 60 days from the end of the 30-day period provided for submission of the case by the parties. The decision rendered by a majority of the arbiters

will be final and binding on both parties. Judgment upon the final decision of the arbiters may be entered in any court having jurisdiction thereof. Each party will bear the expense of its own arbiter and attorney fees, and all parties will equally bear the expense of the additional arbiter and the common arbitration expenses.



# Lloyd's Certificate

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

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

The Assured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

Brandon Beauregard, Chief Underwriting Officer  
Dave Rock, Chief Claims Officer  
Syndicate 1322 at Lloyd's  
237 S Dixie Hwy, Suite 466  
Coral Gables, FL 33133

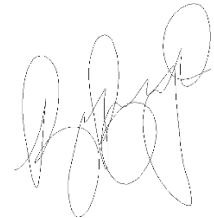
## CERTIFICATE PROVISIONS

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

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

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

5. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
6. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.



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Authorized Correspondent



LLOYD'S

One Lime Street London EC3M 7HA



*Syndicate 1322 at Lloyd's*

This endorsement, effective at 12:01 a.m. on May 1, 2025, forms part of:

Policy No.: TX2505012NTR

Issued to: The Sherwin Condominium Management Association, Inc

## **SERVICE OF PROCESS ENDORSEMENT**

I. In any cause of action arising under this policy, we will, at your request, submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all of the requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court. Nothing herein constitutes or should be understood to constitute a waiver of our 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. In any suit instituted against us upon this policy, we will abide by the final decision of such court or of any appellate court in the event of an appeal.

II. All lawful process may be served in any action, suit or proceeding instituted by, or on behalf of, you or any beneficiary under this policy, against us arising out of this policy, upon:

**Trium Cyber US Services, Inc.  
Corporation Service Company, as agent of service  
251 Little Falls Drive  
Wilmington, DE 19808**

III. Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, we hereby designate the Superintendent, Commissioner or Director of Insurance or any other applicable individual specified for that purpose in the applicable statute or regulation, or his/her successor or successors in office, as our true and lawful attorney or agent upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of you or

any beneficiary hereunder arising out of this policy. We hereby designate the above-named as the person to whom the officer is authorized to mail such process or a true copy thereof. The service of process set forth above and below is cumulative to any other methods which may be provided by law for service upon us.

#### **IV. THE LANGUAGE OF THIS ENDORSEMENT ABOVE IS MODIFIED IN EACH APPLICABLE STATE, AS SET FORTH BELOW:**

##### **Alabama**

By issuing a policy or assuming a direct insurance risk under this surplus line law, we shall be deemed thereby to have appointed the Commissioner of the Alabama Department of Insurance as our attorney upon whom may be served all lawful process in any action or proceeding against us in this state arising out of such insurance. Service of process upon the Commissioner as our process agent shall be made by the proper officer of Montgomery County by serving copies in triplicate of the process upon the commissioner or upon his assistant, deputy, or other person in charge of his office.

##### **Alaska**

We may be sued upon a cause of action arising in this state under a surplus lines insurance contract made by us or evidence of insurance issued or delivered by the surplus lines broker under the procedure provided in Alaska Stat. Ann. § 21.33.

##### **Arizona**

By issuing or delivering a surplus lines policy through a surplus lines broker in Arizona, we are conclusively deemed to have irrevocably appointed



the Director the Arizona Department of Insurance as our agent for acceptance of service of all legal process issued in this state in any action or proceeding under or arising out of such policy, and service of the process on the Director is lawful personal service on us. Duplicate copies of legal process against a nonresident insurer shall be served on the Director, and at the time of service the plaintiff shall pay to the Director the service of process fee prescribed in Ariz. Rev. Stat. Ann. § 20-167, taxable as costs in the action.

### **Arkansas**

If this state is the home state of the insured, by issuing the surplus lines policy or accepting the risk, we shall be deemed to have authorized service of process against us as provided in Ark. Code Ann. § 23-65-318 and to have appointed the Arkansas Insurance Commissioner as our agent for service of process issuing upon any cause of action arising in this state under any policy.

### **California**

Pursuant to § 1772 of the California Insurance Code, we may be sued upon any cause of action arising in this state under any surplus line insurance contract made by us, or any evidence of insurance issued or delivered by the surplus line broker, pursuant to the procedure set forth in Sections 1610 to 1620, inclusive.

### **Delaware**

We shall be sued, upon any cause of action arising in this state under any contract issued by us as a surplus line contract pursuant to the Delaware Insurance Code, in the Superior Court of this State. Service of legal process against us may be made in any such action by service of two (2) copies thereof upon the Commissioner of the Delaware Department of Insurance and payment of the service of process fee specified in De. Code Ann. tit. 18, § 701.

### **Georgia**

By issuing or delivering a surplus line policy through a surplus line broker in this state, we shall be deemed thereby to have appointed the Georgia Commissioner of Insurance as our attorney for

acceptance of service of all legal process issued in this state in any action or proceeding arising out of the policy, and service of process upon the Commissioner shall be lawful personal service upon us. Duplicate copies of legal process against the insurers shall be served upon the Commissioner and at time of service the plaintiff shall pay a fee in an amount as provided in Ga. Code. Ann. § 33-8-1, taxable as costs in the action.

### **Hawaii**

We may be sued upon any cause of action arising in this state under any surplus lines insurance contract made by us or evidence of insurance issued or delivered by the surplus lines broker pursuant to the procedure provided in part II, "Unauthorized Users" of Article 8 of the Hawaii Insurance Code.

### **Idaho**

Pursuant to Idaho Code Ann. § 41-1231, we shall be sued, upon any cause of action arising in this state under any contract issued by us as a surplus line contract pursuant to this law, in the district court of the county in which the cause of action arose. Service of legal process against us may be made in any such action by service upon the Director of the Idaho Department of Insurance as provided in section Idaho Code Ann. § 41-334 (1). The Director shall forthwith mail a copy of the process served to the person designated by us in the policy for the purpose, by prepaid registered mail with return receipt requested. We shall have thirty (30) days from the date of service upon the Director within which to plead, answer, or otherwise defend the action. Upon service of process upon the Director in accordance with this provision, the court shall be deemed to have jurisdiction in personam over us.

### **Kansas**

Service on the Kansas Commissioner of Insurance of any process, notice or demand against an insurance company shall be made by delivering to and leaving with the Commissioner or the Commissioner's designee, the original of the process and two (2) copies of the process and the petition, notice of demand, or the clerk of the court may send the original process and two (2) copies



of both the process and petition, notice or demand directly to the Commissioner by certified mail, return receipt requested.

### **Kentucky**

We shall be sued, upon any cause of action arising in the state under any contract issued by us as a surplus lines contract pursuant to Chapter 304, Subtitle 10, of the Kentucky Revised Statutes in the Circuit Court of the county in which the cause of action arose. Service of legal process against us may be made in any such action by service upon the Secretary of State of the State of Kentucky as provided in Ky. Rev. Stat. Ann. § 304.3-230 (5). By issuing a surplus lines policy, we shall be deemed thereby to have authorized service of process against us in the manner and to the effect as provided in Ky. Rev. Stat. Ann. § 304.10-200.

### **Louisiana**

We shall be sued, upon any cause of action arising in this state under any contract issued by us as a surplus lines contract in the district court of the parish in which the cause of action arose. Service of legal process against us may be made in any such action by service upon the Secretary of State of the State of Louisiana or some other person in his/her office whom he/she may designate during his/her absence. The Secretary of State shall forthwith mail the documents of process served, or a true copy thereof, to the person designated by us in the policy for the purpose by registered or certified mail or by commercial courier as defined in La. Stat. Ann. § 13:3204 (D). We shall have forty (40) days from the date of service upon the Secretary of State within which to plead, answer, or otherwise defend the action. Upon service of process upon the Secretary of State in accordance with this provision, the court shall be deemed to have jurisdiction in personam over us.

### **Maine**

We shall be sued, upon any cause of action arising in the state under any contract issued by us as a surplus lines contract pursuant to this law, in the Superior Court. Service of legal process against us may be made in any such action by service of two (2) copies upon our designated agent. Upon service of process in accordance with Me. Rev.

Stat. Ann. tit. 24, § 2019, the court is deemed to have jurisdiction in personam over us.

### **Missouri**

We may be sued upon any cause of action arising in this state under any surplus lines insurance contract made by us or evidence of insurance issued or delivered by the surplus lines licensee pursuant to the procedure provided in sections Mo. Code Regs. Ann. tit. XXIV, §§ 375.256-375.266.

### **Nevada**

Service of process against an unauthorized insurer affecting insurance under the provisions of this chapter must be made in accordance with Nev. Rev. Stat. Ann. § 680A.260. Upon service of process in accordance with Nev. Rev. Stat. Ann. § 685A.200, the court shall be deemed to have jurisdiction in personam over us. We have forty (40) days from the date of service of the summons and complaint upon the Nevada Commissioner of Insurance within which to plead, answer or defend any such suit. By entering into an insurance contract under the provisions of this chapter, we shall be deemed thereby to have authorized service of process against us in the manner and to the effect provided in Nev. Rev. Stat. Ann. § 685A.200.

### **New Mexico**

In any cause of action arising in this state under any surplus line insurance policy issued by us, service of legal process against us may be made by service upon the New Mexico Superintendent of Insurance as provided for in Section 99 of the New Mexico Insurance Code. Upon service of process upon the Superintendent and mailing in accordance with this N.M. Stat. Ann. § 59A-14-16, the court shall be deemed to have jurisdiction in personam over us.

### **New York**

Service of process upon us in any proceeding defined in N.Y. Insurance Law § 1213 (b) in any court of competent jurisdiction of this state may be made by serving the New York Superintendent of Insurance, any Deputy Superintendent or any salaried employee of the Department whom the



Superintendent designates for such purpose with two (2) copies thereof and the payment to him or her of a fee of forty dollars (\$40.00).

#### **Oklahoma**

By issuing or delivering a surplus line policy through a surplus lines licensee or broker in this state, we shall conclusively be deemed thereby to have irrevocably appointed the Oklahoma Insurance Commissioner as our attorney for acceptance of service of all legal process, other than a subpoena, issued in this state in any action or proceeding under or arising out of the policy, and service of process upon the Insurance Commissioner shall be lawful personal service upon us. Triplicate copies of legal process against such an insurer shall be served upon the Insurance Commissioner, and at time of service the plaintiff shall pay to the Insurance Commissioner Twenty Dollars (\$20.00), taxable as costs in the action.

#### **Oregon**

We may be sued upon any cause of action arising in this state under any surplus lines insurance contract on an Oregon home state risk made by us or evidence of insurance issued or delivered by the surplus lines licensee pursuant to the procedure provided in Or. Rev. Stat. Ann § 735.490. By assuming surplus lines insurance, we shall be considered thereby to have subjected ourselves to Or. Rev. Stat. Ann. §§ 735.400 to 735.495.

#### **Pennsylvania**

We may be sued upon any cause of action arising in this Commonwealth under any surplus lines insurance contract made by us or evidence of insurance issued or delivered by the surplus lines licensee. Service of process shall be made pursuant to the procedures provided by 42 Pa.C.S. Ch. 53 Subch. B (relating to interstate and international procedure). By accepting surplus lines insurance, we shall be deemed thereby to have subjected ourselves to accepting service of process under 42 Pa.C.S. Ch. 53 Subch. B.

#### **South Dakota**

Any cause of action against us arising in this state on a surplus line contract shall be brought in the

circuit court for the county in which the cause of action arose. Service of legal process against the us may be made in any such action by service upon the South Dakota Director of the Division of Insurance as provided in S.D. Codified Laws § 58-6-39. The Director shall forthwith mail a copy of the process served to the person designated by the us in the policy for the purpose, by prepaid registered or certified mail with return receipt requested. We shall have thirty (30) days from the date of service upon the Director within which to plead, answer, or otherwise defend the action. Upon service of process upon the Director in accordance with this provision, the court shall be deemed to have jurisdiction in personam over us. By issuing a surplus lines policy, we shall be deemed thereby to have authorized service of process against us in the manner and to the effect as provided in S.D. Codified Laws § 58-32-37.

#### **Tennessee**

We may be sued upon any cause of action arising in this state under any surplus lines insurance contract issued by us or certificate, cover note or other confirmation of the insurance issued by the surplus lines agent, pursuant to the same procedure as is provided for unauthorized insurers in Title 56, Chapter 2, Part 6 of this title and Tenn. Code Ann. § 56-7-105 (b) of the Tennessee Insurance Law. By assuming a surplus lines insurance risk pursuant to Title 56, Chapter 14, Part 1, we shall be deemed to have subjected ourselves to the requirements of Tenn. Code Ann. § 56-14-112.

#### **Texas**

By assuming a surplus lines risk under Chapter 981 of the Texas Insurance Code, we are subject to Tex. Ins. Code Ann. § 804.106. By engaging in the business of insurance as an eligible surplus lines insurer, we irrevocably appoint the Texas Secretary of State as agent for service of process arising from our engaging in the business of insurance in this state, other than service of process for an action or proceeding by the department or state. We hereby agree that service under this subsection has the same effect as personal service on us or our successor in interest. An appointment under Tex. Ins. Code Ann. § 804.106 (b) (1) is binding on us and our successor



in interest. The plaintiff shall supply this address in any citation served under Tex. Ins. Code Ann. § 804.106. Service as set forth in this endorsement is in addition to any other method provided by law for service of process on a surplus lines insurer, including the method provided by Chapter 804, Subchapter C, of the Texas Insurance Code.

**Washington**

For any cause of action arising in this state under any contract issued as a surplus line contract under this Chapter 48.15, we must be sued in the superior court of the county in which the cause of action arose. By issuing a policy under Chapter 48.15, we have authorized service of process against us in the manner prescribed under Wash. Rev. Code § 48.02.200. We hereby designate the Washington Commissioner of Insurance as the person upon whom such service of process may be made.

All other terms and conditions of this Policy remain unchanged.





*Syndicate 1322 at Lloyd's*

## **NOTICE TO POLICYHOLDER – LOSS REPORTING PROCEDURES**

The following outlines our loss-reporting procedures. In the event of a loss or potential loss, please immediately complete and forward a First Notice of Loss on an ACORD Loss Form. If you do not use the ACORD Loss Form, please provide the following information:

- Your Name and Contact Information (including e-mail address)
- Name of Insured/Policy Holder and/or Policy Number
- Contact Details of Insured Representative and Preferred Method of Contact
- Date of Loss
- Location of Loss
- Brief Summary of the Loss
- Contact Name(s) and e-Mail Address(es) for New Loss Acknowledgement Letter

Please remit the above referenced information by one of the following methods:

By Email:	claims@triumproperty.com
By Phone:	833-581-4652 (toll-free)
By Mail:	Trium Property U.S. Services, Inc. P.O. Box 723, Farmington, CT 06034

## 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.



*Syndicate 1322 at Lloyd's*

This endorsement, effective at 12:01 a.m. on May 1, 2025, forms part of:  
Policy No.: TX2505012NTR  
Issued to: The Sherwin Condominium Management Association, Inc

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

## **PERMISSION FOR EXCESS INSURANCE**

In consideration of the rate and premium for which this policy is written, the following additional provisions are hereby made a part of this policy superseding any provisions to the contrary:

### **EXCESS INSURANCE**

Permission is hereby granted to purchase insurance in excess of the amount (Limits of Liability) stated in this policy.

Such excess insurance shall not be considered other insurance for the purposes of the **other insurance** clause.

Excess insurance shall not be considered in the application of any **pro rata liability** clause or **apportionment** clause.

All other terms and conditions of this Policy remain unchanged.



*Syndicate 1322 at Lloyd's*

This endorsement, effective at 12:01 a.m. on May 1, 2025, forms part of:  
Policy No.: TX2505012NTR  
Issued to: The Sherwin Condominium Management Association, Inc

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

## **MINIMUM EARNED PREMIUM**

This endorsement modifies insurance provided under the following:

### **ALL COVERAGE PARTS**

This endorsement replaces any cancellation provision in regard to refund or return premium calculations if we cancel the policy for non-payment of premium or the First Named Insured cancels or removes a location(s) or coverage(s) from the policy.

If we cancel this policy for non-payment of premium, the First Named Insured cancels, removes a location(s) or removes coverage(s) from this policy, the minimum premium earned for this policy, if cancelled, or for the removed location(s) or coverage(s), will be based on the Schedule below.

<b>SCHEDULE</b>		
Minimum Earned Premium – Coastal Property*	80%	of the Total Premium excluding Terrorism shown on the COMMON POLICY DECLARATIONS or the Location Premium for the removed location(s), <b>if coverage for the policy or the removed location(s) was in effect at any time during the period from June 1st to November 30th.</b>
	35%	of the Total Premium excluding Terrorism shown on the COMMON POLICY DECLARATIONS or the Location Premium for the removed location(s), <b>if coverage for the policy or the removed location(s) was NOT in effect at any time during the period from June 1st to November 30th.</b>
Minimum Earned Premium – Inland Property	35%	of the Total Premium excluding Terrorism shown on the COMMON POLICY DECLARATIONS or the Location Premium for the removed location(s).

**\* Coastal Property refers to any property designated as located within Wind Zone Tier I or Tier II.**

All other terms and conditions of this policy remain unchanged.

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

## **CHANGES – ELECTRONIC DATA**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY**

- A.** Under this endorsement, electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. For the purpose of this endorsement, the term electronic data does not include your "stock" of prepackaged software.
- B.** This Section, **B.**, and the following Sections **C.** and **D.**, apply to the Building And Personal Property Coverage Form, Condominium Association Coverage Form, Condominium Unit-Owners Coverage Form, the Causes of Loss Forms and the Standard Property Policy. Paragraphs **B.1.** and **B.2.** supersede any provisions relating to electronic data, electronic media or valuable papers or records, including any such provisions under Property Not Covered, Coverage Extensions, Valuation Conditions or Limitations in the aforementioned forms.
- 1.** Covered Property does not include electronic data, except as provided below in **C.**, Limited Coverage – Electronic Data.
  - 2.** Covered Property does not include the cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. However, limited coverage for valuable papers and records, other than those which exist as electronic data, is provided below in **D.**, Limited Coverage – Valuable Papers And Records (Other Than Electronic Data).
- C. Limited Coverage – Electronic Data**
- 1.** Subject to the provisions of this Limited Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.
  - 2.** The Covered Causes of Loss applicable to Your Business Personal Property apply to this Limited Coverage – Electronic Data, subject to the following:
    - a.** If the Causes of Loss – Special Form applies, coverage under this Limited Coverage – Electronic Data is limited to the "specified causes of loss" as defined in that Form, and Collapse as set forth in that Form.
    - b.** If the Causes of Loss – Broad Form applies, coverage under this Limited Coverage – Electronic Data includes Collapse as set forth in that Form.
    - c.** If the Causes of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Limited Coverage – Electronic Data.
    - d.** The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

3. The most we will pay under this Limited Coverage – Electronic Data is \$2,500 for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

**D. Limited Coverage – Valuable Papers And Records (Other Than Electronic Data)**

1. You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Limited Coverage does not apply to valuable papers and records which exist as electronic data.
2. If the Causes of Loss – Special Form applies, coverage under this Limited Coverage is limited to the "specified causes of loss" as defined in that Form, and Collapse as set forth in that Form.
3. If the Causes of Loss – Broad Form applies, coverage under this Limited Coverage includes Collapse as set forth in that Form.
4. Under this Limited Coverage, the most we will pay to replace or restore the lost information is \$2,500 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

**E. With respect to the Business Income and/or Extra Expense Coverage Forms, the Loss Condition titled Limitation – Electronic Media And Records is deleted and the following exclusion is added:**

**Exclusion – Interruption Of Computer Operations**

1. Coverage for Business Income does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided below in **F.**, Limited Coverage – Interruption Of Computer Operations.

2. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided below in **F.**, Limited Coverage – Interruption Of Computer Operations.

**F. Limited Coverage – Interruption Of Computer Operations**

This Limited Coverage applies only to the Business Income and/or Extra Expense Coverage Forms.

1. Subject to all provisions of this Limited Coverage, you may extend the insurance that applies to Business Income and/or Extra Expense to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of electronic data due to a Covered Cause of Loss.
2. With respect to the coverage provided under this Limited Coverage, the Covered Causes of Loss are subject to the following:
  - a. If the Causes of Loss – Special Form applies, coverage under this Limited Coverage – Interruption Of Computer Operations is limited to the "specified causes of loss" as defined in that Form, and Collapse as set forth in that Form.
  - b. If the Causes of Loss – Broad Form applies, coverage under this Limited Coverage – Interruption Of Computer Operations includes Collapse as set forth in that Form.
  - c. If the Causes of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Limited Coverage – Interruption Of Computer Operations.
  - d. The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.



- 3.** The most we will pay under this Limited Coverage – Interruption Of Computer Operations is \$2,500 for the total of all loss sustained and/or expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.
- 4.** This Limited Coverage – Interruption Of Computer Operations does not apply to loss sustained or expense incurred after the end of the "period of restoration", even if the amount of insurance stated in **3.** above has not been exhausted.
- G.** Under the Legal Liability Coverage Form and the Mortgageholders Errors And Omissions Coverage Form, Covered Property does not include electronic data.
- H.** If this policy is endorsed to cover damage to Covered Property or Business Income loss or Extra Expense caused by or related to interruption in utility service, such coverage does not apply to destruction or corruption of (or any loss or damage to) electronic data.
- I.** If this policy is endorsed to cover Business Income loss or Extra Expense related to "suspension" of "operations" due to loss or damage to a "dependent property", such coverage does not apply when the only loss to "dependent property" is destruction or corruption of (or any loss or damage to) electronic data. If the "dependent property" sustains loss or damage to electronic data and other property, coverage under the "dependent property" endorsement will not continue once the other property is repaired, rebuilt or replaced.



*Syndicate 1322 at Lloyd's*

This endorsement, effective at 12:01 a.m. on May 1, 2025, forms part of:

Policy No.: TX2505012NTR

Issued to: The Sherwin Condominium Management Association, Inc

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

## **OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT**

It is understood and agreed that the following special terms and conditions apply to this policy:

1. The Limit of Liability or Amount of Insurance shown on the Declarations Page of this policy, or endorsed onto this policy, is the total limit of the Company's liability applicable to each occurrence. Notwithstanding any other terms and conditions of this policy, in no event shall the liability of the Company exceed this limit or amount, 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 cause. The duration and extent of any one loss, disaster, casualty or series of losses, disasters or casualties will be limited to all losses, disasters or casualties, or series of losses, disasters, or casualties occurring during any period of 168 consecutive hours arising out of, and directly resulting from, the same event. When the term applies to a loss, disaster or casualty, or a series of losses, disasters or casualties, from the perils of tornado, cyclone, hurricane, windstorm, hail, flood, earthquake, volcanic eruption, riot, riot attending a strike, civil commotion, and vandalism and malicious mischief, one event shall be construed to be all losses arising during a continuous period of 72 hours. When filing

proof of loss, the insured may elect the moment at which the 72 hour period shall be deemed to have commenced, which shall not be earlier than when the first loss occurs to any covered property.

2. The premium for this policy is based upon the Statement of Values on file with Company, or attached to this policy, in the event of loss hereunder, liability of the company, subject to the terms of paragraph one (1) above, shall be limited to the least of the following:

- A. The actual adjusted amount of loss, less applicable deductible(s).
- B. 100% of the individually stated value for each scheduled item or property insured, as shown on the latest Statement of Values on file with the Company, less applicable deductible(s).
- C. The Limit of Liability or Amount of Insurance shown on the face of this policy or endorsed onto this policy.

All other terms and conditions of this policy remain unchanged.

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

## **LIMITATIONS ON FUNGUS, WET ROT, DRY ROT AND BACTERIA**

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS – BASIC FORM  
CAUSES OF LOSS – BROAD FORM  
CAUSES OF LOSS – SPECIAL FORM  
MORTGAGEHOLDERS ERRORS AND OMISSIONS COVERAGE FORM  
STANDARD PROPERTY POLICY

- A.** The following exclusion is added. With respect to the loss or damage addressed therein, this exclusion supersedes any other exclusion which addresses fungus.

**"Fungus", Wet Rot, Dry Rot And Bacteria**

We will not pay for loss or damage caused directly or indirectly by the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

But if "fungus", wet or dry rot or bacteria results in:

1. A "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss", if the Causes of Loss – Special Form applies; or
2. A Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss, if the Causes of Loss – Basic Form, Causes of Loss – Broad Form or Standard Property Policy applies.

This exclusion does not apply:

1. When "fungus", wet or dry rot or bacteria results from fire or lightning; or
2. To the extent that coverage is provided in the Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria with respect to loss or damage by a cause of loss other than fire or lightning.

- B.** The following exclusion replaces any exclusion pertaining to continuous or repeated seepage or leakage of water; and supersedes any other exclusion, preclusion of coverage or exception to an exclusion pertaining to leakage or discharge of water or steam from a system or appliance.

We will not pay for loss or damage caused by or resulting from continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

- C.** The following is added:

**Additional Coverage – Limited Coverage For  
"Fungus", Wet Rot, Dry Rot And Bacteria**

1. The coverage described in **C.2.** and **C.6.** only applies when the "fungus", wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.
  - a. A "specified cause of loss" other than fire or lightning, if the Causes of Loss – Special Form applies; or
  - b. A Covered Cause of Loss other than fire or lightning, if the Causes of Loss – Basic Form, Causes of Loss – Broad Form or Standard Property Policy applies.
2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:
  - a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
  - b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and

- c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.
3. The coverage described under **C.2.** of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences described in **C.1.**, which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.
  4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.  
  
If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.
  5. The terms of this Limited Coverage do not increase or reduce the coverage provided under the Additional Coverage – Collapse, if such Additional Coverage applies to your policy.
  6. The following, **6.a.** or **6.b.**, applies only if Business Income and/or Extra Expense coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense coverage form.
    - a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
    - b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.
- D. If the policy is endorsed to provide Ordinance Or Law Coverage with respect to property damage, Business Income or Extra Expense, we will not pay under the Ordinance Or Law Coverage for:
    1. Loss or expense sustained due to the enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
    2. The costs associated with the enforcement of 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 "fungus", wet or dry rot or bacteria.
  - E. The following definition is added:  
  
"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.

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

## **EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES**

This endorsement modifies insurance provided under the following:

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

- A.** We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
- 1.** The failure, malfunction or inadequacy of:
    - a.** Any of the following, whether belonging to any insured 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.1.a.** of this endorsement;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
  - 2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.
- B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:
- 1.** In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
  - 2.** Under the Commercial Property Coverage Part:
    - a.** In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss – Special Form; or
    - b.** In a Covered Cause of Loss under the Causes Of Loss – Basic Form or the Causes Of Loss – Broad Form;

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.
- C.** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.



*Syndicate 1322 at Lloyd's*

This endorsement, effective at 12:01 a.m. on May 1, 2025, forms part of:

Policy No.: TX2505012NTR

Issued to: The Sherwin Condominium Management Association, Inc

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

## **SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION INCLUDING DEBRIS REMOVAL AND COST OF CLEAN UP EXTENSION and AUTHORITIES EXCLUSION**

### **1. SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION:**

Notwithstanding any provision in the Policy to which this Endorsement is attached, this Policy does not insure against loss, damage, costs, fines, penalties, or expenses in connection with any kind or description of seepage and/or pollution and/or contamination, direct or Indirect, arising from any cause whatsoever.

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

However, if the insured property is the subject of direct physical loss or damage for which underwriters have paid or agreed to pay, then this Policy (subject to its terms, conditions, and limitations) insures against direct physical loss or damage to the property Insured hereunder caused by resulting seepage and/or pollution and/or contamination. The Insured shall give notice to the underwriters of intent to claim NO LATER THAN TWELVE (12) MONTHS AFTER THE DATE OF THE ORIGINAL PHYSICAL LOSS OR DAMAGE.

POLLUTANT means any solid, liquid gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes material to be recycled, reconditioned, or reclaimed.

### **2. DEBRIS REMOVAL AND COST OF CLEAN UP EXTENSION:**

Notwithstanding the provisions of the preceding Exclusion in this Endorsement or any provision respecting seepage and/or pollution and/or contamination, and or debris removal and/or clean up in the Policy to which this Endorsement is attached, in the event of direct physical loss or damage to Covered Property, this Policy (subject otherwise to its terms, conditions and limitations, including but not limited to any applicable deductible) also covers, subject to the applicable limits:

1. Expenses incurred in removal of debris of the property insured hereunder destroyed or damaged from the premises of the Insured; and/or
2. Cost of clean-up, at the premises of the Insured, made necessary as a result of such loss or damage, provided that this Policy does not insure against the costs of decontamination or removal of water, soil, or any other substance on or under such premises.



It is a condition precedent to recovery under this Extension that the Underwriters shall have paid or agreed to pay for physical loss or damage to the property insured hereunder unless such payment is precluded solely by the operation of any deductible and that the Insured shall give notice to the Underwriters of intent to claim or cost of removal of debris or cost of clean-up NO LATER THAN TWELVE (12) MONTHS AFTER THE DATE OF SUCH PHYSICAL LOSS OR DAMAGE.

### **3. AUTHORITIES EXCLUSION:**

Notwithstanding any of the preceding provisions of this Endorsement or any provision of the Policy to which this Endorsement is attached, this Policy does not insure against loss, damage, cost, expenses,

finer, or penalties incurred or sustained by or imposed on the Insured at the order of any government agency, court or other authority arising from any cause whatsoever. Without restricting the generality of the foregoing, the Policy does not cover claims arising out of the following U.S. legislation or amendments thereto:

1. Resource Conservation and Recovery Act (R.C.R.A.), commonly known as the Solid Waste Disposal Act.
2. Comprehensive Environmental Response, Compensation and Liability Act (C.E.R.C.L.A.) commonly known as Superfund.
3. Superfund Amendments and Reauthorization Act (S.A.R.A.) commonly known as, Superfund Two.

All other terms and conditions of this policy remain unchanged.



*Syndicate 1322 at Lloyd's*

This endorsement, effective at 12:01 a.m. on May 1, 2025, forms part of:

Policy No.: TX2505012NTR

Issued to: The Sherwin Condominium Management Association, Inc

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

## **EXTERIOR INSULATING AND FINISHING SYSTEMS (EIFS) EXCLUSION**

- I. We will not pay for:
- a. Loss or damage to Exterior Insulating and Finishing Systems (EIFS) unless such physical damage is directly caused by fire.
  - b. Loss or damage caused by the failure or malfunction of any Exterior Insulating and Finishing Systems (EIFS) resulting in:
    - i. Loss, damage or repair costs to the EIFS, the materials between the EIFS and the interior finish of the building, or to the interior finish to the building, including loss, damage or repair costs caused by:
      - 1. Water penetration from any source;
      - 2. Failure of sealants in any form;
      - 3. Leaching of any kind;
      - 4. Discoloration of the exterior paint or finish; or
    - ii. The migration of water into the structure. But if this migration of water into the structure results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by such fire, explosion or sprinkler leakage.
- II. Exterior Insulating and Finishing Systems (EIFS) means any exterior cladding or finish system used on any part of any structure and consisting of:
- a. A rigid or semi-rigid insulation board made of expanded polystyrene or other materials;
  - b. Adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
  - c. A reinforced base coat; and
  - d. A finish coat providing surface texture and color, including sealant around the windows and other penetrations.

All other terms and conditions of this policy remain unchanged.



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

## **EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY**

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B.** 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.  
  
However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.
- C.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supersedes any exclusion relating to "pollutants".
- D.** The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:
  - 1.** Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and
  - 2.** Additional Coverage – Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
- E.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.



*Syndicate 1322 at Lloyd's*

This endorsement, effective at 12:01 a.m. on May 1, 2025, forms part of:  
Policy No.: TX2505012NTR  
Issued to: The Sherwin Condominium Management Association, Inc

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

## **PRE-EXISTING DAMAGE EXCLUSION ENDORSEMENT**

In consideration of the rate and premium for which this policy is written, it is hereby understood and agreed that this policy is not intended to and does not provide coverage for any damages which were detectable at the time of inception of this policy or damages discovered at a later date which were noticeable at the date of inception.

It is also understood and agreed that this policy does not provide coverage for any claims or damages that are caused by workmanship, repairs and/or lack of repairs caused by damage which occurred prior to policy inception.

It is understood and agreed that this policy does not provide coverage for any stated amount unless and until all structures covered by your previous policy have been fully and completely repaired. Prior to such completion of repairs, coverage will be limited to the greater of the following:

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 and completed.

This endorsement applies to all coverages on this policy.

All other terms and conditions of this policy remain unchanged.

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

## **CYBER INCIDENT EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART  
STANDARD PROPERTY POLICY

**A. The following exclusion is added to Paragraph B. Exclusions:**

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.

**Cyber Incident**

1. Unauthorized access to or use of any computer system (including electronic data).
2. 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.
3. 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.

**B. Exceptions And Limitations**

**1. Fire Or Explosion**

If a cyber incident as described in Paragraphs **A.1.** through **A.3.** of this exclusion results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

**2. Additional Coverage**

The exclusion in Paragraph **A.** does not apply to the extent that coverage is provided in the:

- a. Additional Coverage – Electronic Data; or
- b. Additional Coverage – Interruption Of Computer Operations.

**3. Electronic Commerce Endorsement**

The exclusion in Paragraph **A.** does not apply to the Electronic Commerce (E-Commerce) endorsement when attached to your policy.

**C. Vandalism**

The following is added to Vandalism, if Vandalism coverage is not otherwise excluded under the Standard Property Policy or the Causes Of Loss – Basic, Broad or Special Forms and if applicable to the premises described in the Declarations:

Vandalism does not include a cyber incident as described in Paragraph **A.**

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

## **JOINT OR DISPUTED LOSS AGREEMENT**

This Endorsement modifies insurance provided under the following:

### COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY

- A.** This endorsement is intended to facilitate payment of insurance proceeds when:
- Both a boiler and machinery policy and this commercial property policy are in effect;
  - Damage occurs to Covered Property that is insured by the boiler and machinery policy and this commercial property policy; and
  - There is disagreement between the insurers as to whether there is coverage or as to the amount of the loss to be paid, if any, by each insurer under its own policies.
- B.** This endorsement does not apply if:
- Both the boiler and machinery insurer(s) and we do not admit to any liability; and
  - Neither the boiler and machinery insurer(s) nor we contend that coverage applies under the other insurer's policy.
- C.** The provisions of this endorsement apply only if all of the following requirements are met:
- The boiler and machinery policy carried by the named insured, insuring the Covered Property, contains a similar provision at the time of the loss or damage, with substantially the same requirements, procedures and conditions as contained in this endorsement;
  - The damage to the Covered Property was caused by a loss for which:
    - Both the boiler and machinery insurer(s) and we admit to some liability for payment under the respective policies; or
    - Either:
      - (1) The boiler and machinery insurer(s) does not admit to any liability for payment, while we contend that:
        - (a) All liability exists under the boiler and machinery policy; or
        - (b) Some liability exists under both the boiler and machinery policy and this commercial property policy;
      - (2) We do not admit to any liability for payment, while the boiler and machinery insurer(s) contends that:
        - (a) All liability exists under this commercial property policy; or
        - (b) Some liability exists under both the boiler and machinery policy and this commercial property policy; or
      - (3) Both the boiler and machinery insurer(s) and we:
        - (a) Do not admit to any liability for payment; and
        - (b) Contend that some or all liability exists under the other insurer's policy; and
  - The total amount of the loss is agreed to by you, the boiler and machinery insurer(s) and us.
- D.** If the requirements listed in Paragraph **C.** above are satisfied, we and the boiler and machinery insurer(s) will make payments to the extent, and in the manner, described as follows:
- We will pay, after your written request, the entire amount of loss that we have agreed as being covered, if any, by this commercial property policy and one-half (1/2) the amount of the loss that is in disagreement.
  - The boiler and machinery insurer(s) will pay, after your written request, the entire amount of loss that they have agreed as being covered, if any, by the boiler and machinery policy and one-half (1/2) the amount of loss that is in disagreement.
  - Payments by the insurers of the amounts that are in disagreement, as described in Paragraphs **1.** and **2.**, do not alter, waive or surrender any rights of any insurer against any other with regard to the portion of the loss for which each insurer is liable.

4. The amount in disagreement to be paid by us under this endorsement shall not exceed the amount payable under the equivalent Loss Agreement(s) of the boiler and machinery policy.
5. The amount to be paid under this endorsement shall not exceed the amount we would have paid had no boiler and machinery policy been in effect at the time of loss. In no event will we pay more than the applicable Limit of Insurance shown in the Declarations.
6. Acceptance by you of sums paid under this endorsement does not alter, waive or surrender any other rights against us.

#### **E. Arbitration**

1. If the circumstances described in Paragraph **C.2.a.** exist and the boiler and machinery insurer(s) and we agree to submit our differences to arbitration, the boiler and machinery insurer(s) and we will determine the amount each will pay and will pay the insured within 90 days. Arbitration will then take place within 90 days after payment of the loss under the terms of this endorsement.
2. If any of the circumstances described in Paragraph **C.2.b.** exist, then the boiler and machinery insurer(s) and we agree to submit our differences to arbitration within 90 days after payment of the loss under the terms of this endorsement.

3. You agree to cooperate with any arbitration procedures. There will be three arbitrators: one will be appointed by us, and another will be appointed by the boiler and machinery insurer(s). The two arbitrators will select a third arbitrator. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. A decision agreed to by two of the three arbitrators will be binding on both parties. Judgment on any award can be entered in any court that has jurisdiction.

#### **F. Final Settlement Between Insurers**

The insurer(s) found responsible for the greater percentage of the ultimate loss must return the excess contribution to the other insurer(s). In addition, the insurer(s) found responsible for the greater portion of the loss must pay Liquidated Damages to the other insurer(s) on the amount of the excess contribution of the other insurer(s). Liquidated Damages are defined as interest from the date the insured invokes this Agreement to the date the insurer(s) that contributed the excess amount is reimbursed. The interest is calculated at 1.5 times the highest prime rate from the Money Rates column of the Wall Street Journal during the period of the Liquidated Damages. Arbitration expenses are not a part of the excess contribution for which liquidated damages are calculated. Arbitration expenses will be apportioned between insurers on the same basis that the ultimate loss is apportioned.

**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>
As per the schedule on file for the policy to which this endorsement attaches	As per the coverages shown on the policy to which this endorsement attaches
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.

**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

## **DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

### **SCHEDULE**

<b>SCHEDULE – PART I</b>
<b>Terrorism Premium (Certified Acts)    \$    Per TRIA premium shown in declarations</b> <b>This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):</b>  <b>As per coverage on policy to which this endorsement attaches.</b>     <b>Additional information, if any, concerning the terrorism premium:</b>     
<b>SCHEDULE – PART II</b>
<b>Federal share of terrorism losses        80    %</b> (Refer to Paragraph <b>B.</b> in this endorsement.)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.



**A. Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

**B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**C. Cap On Insurer Participation In Payment Of Terrorism Losses**

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.

# 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.



*Syndicate 1322 at Lloyd's*

This endorsement, effective at 12:01 a.m. on May 1, 2025, forms part of:  
Policy No.: TX2505012NTR  
Issued to: The Sherwin Condominium Management Association, Inc

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

## **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.

All other terms and conditions of this Policy remain unchanged.



*Syndicate 1322 at Lloyd's*

This endorsement, effective at 12:01 a.m. on May 1, 2025, forms part of:  
Policy No.: TX2505012NTR  
Issued to: The Sherwin Condominium Management Association, Inc

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

## **WAR EXCLUSION CLAUSE**

This Policy does not cover loss or damage to the property insured occasioned by war, invasion, hostilities, acts of foreign enemies, civil war, rebellion, insurrection, military or usurped power or martial law or confiscation by order of any Government or public authority.

All other terms and conditions of this Policy remain unchanged.



*Syndicate 1322 at Lloyd's*

This endorsement, effective at 12:01 a.m. on May 1, 2025, forms part of:  
Policy No.: TX2505012NTR  
Issued to: The Sherwin Condominium Management Association, Inc

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

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

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

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

All other terms and conditions of this Policy remain unchanged.