

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

<b>Previous No.</b> SIM05902	<b>Authority Ref. No.</b> B0572NA22CL05(55%) / B0572NA22CL07(20%) / RF03746A22(25%)	<b>Certificate No.</b> SIM07466
---------------------------------	--	------------------------------------

**Name and Address of the Assured:**  
MALABAR CONDOMINIUM ASSOCIATION INC

**Mortgagee and Address**

PO BOX 152047  
CAPE CORAL, FL 33915

**Property Address ( if different from above)**

804, 812 & 822 SW 47TH TERR

CAPE CORAL, FL 33914

**Effective from 6/23/2022 to 6/23/2023 both days at 12:01a.m. standard time**

**Insurance is effective with:** UNDERWRITERS AT LLOYD'S, LONDON.  
GREAT LAKES INSURANCE SE  
HAMILTON INSURANCE DAC

**Conditions:** SEE ATTACHED SCHEDULE OF FORMS AND ENDORSEMENTS

**Service of Suit may be made upon:**

Refer to Service of Suit Form

**Notification of Claim to:**

AmWins Access  
50 S. Belcher Rd. Suite 101  
Clearwater, FL 33765

Coverage	Amount
Excess Flood on Building, sublimited per attached SOV	\$ 1,485,266.00
<b>Total Coverage Premium</b>	<b>\$ 5,199.00</b>
<b>TRIA Premium:</b>	<b>\$</b>
<b>Total Premium:</b>	<b>\$ 5,199.00</b>
Service Office Fee	\$ 3.19
Surplus Lines Tax	\$ 263.01
Policy Fee	\$ 125.00
Inspection Fee	\$

**Minimum Premium Earned 25%**

Grand Total: \$ 5,590.20

**Underlying Insurer: LLOYDS LONDON**

**Coverage Limits: \$ Building: \$1,542,926.00**

**Policy No: PFD2926**

**Contents: \$**

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

**Date Issued: 07/13/2022**

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

**PRODUCER: MATT DROSS**  
**SOCIUS INSURANCE SERVICES, INC.**  
**1408 N WESTSHORE BLVD SUITE 810**  
**TAMPA, FL 33607**

**COUNTERSIGNATURE**

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

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

Attached List of Other Interests

Reference number:SIM07466

Date:07/13/2022

SCHEDULE OF FORMS AND ENDORSEMENTS

Attached to Policy Number : SIM07466

Date: 07/13/2022

FORM NUMBERS

OTHERINTERESTS

CSWHFD007

JOINTCERPRIM

CSWHFD001

LMA5096

LSW1135BA

NMA1331

CL050746A20

CSWHFD008

CUIPRE-EXIST

LMA5019A

LMA3100

LMA5401

NMA1998COMBO

GLISE0220

FORM TITLES

ATTACHED LIST OF OTHER INTERESTS

MINIMUM PREMIUM EARNED CLAUSE

JOINT CERTIFICATE - 175 - 192 - RF0

EXCESS FLOOD XS AS OF OCCURENCE LIMIT

SEVERAL LIABILITY CLAUSE

PRIVACY POLICY STATEMENT (AMENDED)

CANCELLATION CLAUSE

TABLE OF SYNDICATES - 05-07-46A20

REPLACEMENT COST ENDORSEMENT

PRE-EXISTING DAMAGE EXCLUSION

ASBESTOS ENDORSEMENT (AMENDED)

SANCTION LIMITATION AND EXCLUSION CLAUSE

PROPERTY CYBER AND DATA EXCLUSION

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

GREAT LAKES INSURANCE SE PRIVACY POLICY STATEMENT

### **MINIMUM EARNED PREMIUM CLAUSE**

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

Failure of the Assured to make timely payment of premium shall be considered a request by the Insured for Underwriters to cancel. In the event of such cancellation by the Underwriters, for non-payment of premium, the minimum premium shall be due and payable; provided, however, such non-payment cancellation shall be rescinded if the Insured remits the full premium within 10 days of receiving it.

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

CSWHFD007

# Certificate



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

Worldwide Facilities, LLC  
50 S Belcher Rd Ste 101  
Clearwater, FL 33765

## **CERTIFICATE PROVISIONS**

### **1. This Certificate is subject to the following clauses:**

- a) Wherever the word "Company" appears in the wording and clauses forming part of this document it shall be substituted by the word "Underwriters" or "Insurers" as applicable.
- b) Wherever the word "Certificate" appears in the wording and clauses forming part of this document it shall be substituted by the word "Policy".
- c) Wherever the words "Named Insured" or "Assured" appear, these shall be deemed to mean and read the same.
- d) Wherever the term US\$, \$ or USD appears, same shall be deemed to mean and read U S Dollars.
- e) For the purposes of the insurance the following terms are also synonymous:  
REF, LPO, LMA, NMA, LSW

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

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

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

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

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

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

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

**9. Commission:**

- 1) You are entitled to request and Worldwide Facilities, LLC are happy to disclose, at any time, information regarding any commission which they may have received as a result of placing your insurance business.
- 2) This coverage may have been underwritten with one or more of a number of underwriting facilities granted to Worldwide Facilities, LLC, under which a profit commission may or may not become payable to Worldwide Facilities, LLC.

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

**11. WORLDWIDE FACILITIES LLC's COMPLAINTS PROCEDURE**

**HOW TO MAKE A COMPLAINT**

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

Worldwide Facilities, LLC  
50 S Belcher Rd Ste 101  
Clearwater, FL 33765

Telephone Number: 1-800-741-4873  
Email: [inquiry@cuifla.com](mailto:inquiry@cuifla.com)

**12. WORLDWIDE FACILITIES LLC's COMMITMENT TO CUSTOMERS**

Worldwide Facilities, LLC are committed to handling all customers' complaints received promptly, fairly and in line with regulatory guidelines.

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

**SCHEDULE**

**Policy No:** See Declaration Page

**1. Title of Assured:**

MALABAR CONDOMINIUM ASSOCIATION INC

**2. Mailing Address of Assured:**

See Declaration Page

**3. Policy Period:**

**From:** See Declaration Page

**To:** See Declaration Page

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

**4. Perils Insured:**

Flood

**5. The Property or Interest:**

BUILDING COVERAGE ONLY

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

804, 812 & 822 SW 47TH TERR  
CAPE CORAL, FL 33914

**7. Premium:**

See Declaration Page

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

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

I.



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

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

II.

III.

IV.

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

USD \$ 1,542,926.00 Ultimate net loss per occurrence

USD \$ Ultimate net loss per occurrence

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

USD \$ Refer to Dec Page Ultimate net loss per occurrence

USD \$ Ultimate net loss per occurrence

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

**11. Notification of Claims to:**

Sedgwick and/or Peninsula Insurance Bureau c/o Worldwide Facilities, LLC

Email: [cdonmoyer@cuifla.com](mailto:cdonmoyer@cuifla.com) Phone: 800-741-4873**12. Choice of Law and Jurisdiction:**

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

**13. Service of Suit Nominee:**

Refer to the Service of Suit Form

**Dated:** 07/13/2022

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

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

**1. INSURING CLAUSE**

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

**2. APPLICATION OF UNDERLYING PROVISIONS**

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

**3. LIMIT**

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

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

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

**5. UNCOLLECTIBILITY OF OTHER INSURANCE**

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

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

**6. DEFINITIONS**

- (a) Ultimate Net Loss     The words “ultimate net loss” shall mean the loss sustained by the Assured as a result of the perils insured against by this Policy, limited by
- (i) any sub-limits contained within this Policy or the Policy/ies of the Primary and/or Underlying Excess Insurer(s), and
  - (ii) making deductions for all salvages, recoveries and other insurances (other than recoveries under the Policy/ies of the Primary and Underlying Excess Insurer(s)).
- (b) Policy Year             The words “Policy year” shall be understood to mean the period in Item 3 of the Schedule.

## **7. APPLICATION OF RECOVERIES**

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

## **8. CANCELLATION**

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

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

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

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

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

## **9. NOTIFICATION OF CLAIMS**

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

## 10. OCCURRENCE LIMIT OF LIABILITY

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

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

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

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

It is further agreed that service of process in such suit may be made upon the person(s) or Firm named in the Schedule for that purpose and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

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

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

24/4/86  
NMA1998

### MICROORGANISM EXCLUSION (ABSOLUTE)

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

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

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

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

14/09/2005

LMA5018

CSWHFD001

**PROPERTY CYBER AND DATA EXCLUSION**

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

**Definitions**

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

LMA5401

11 November 2019

### **WAR AND TERRORISM EXCLUSION ENDORSEMENT**

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

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

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

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

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

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

08/10/01  
NMA2918

### **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION**

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

NMA2962  
06/02/03

**U.S.A. & CANADA****LAND, WATER AND AIR EXCLUSION**

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

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

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

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

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

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

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

**DEBRIS REMOVAL ENDORSEMENT**

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

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

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

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



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

24/11/88  
NMA2340

#### **90% VALUES CLAUSE**

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

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

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

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

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

7/5/59  
NMA1191

### **SANCTION LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10  
LMA3100

### **ASBESTOS ENDORSEMENT**

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

Flood

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

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

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

14/09/2005  
LMA5019

## SEVERAL LIABILITY CLAUSE

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

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

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

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

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

07/03/08  
LMA5096 (Combined Certificate)

## **PRIVACY POLICY STATEMENT**

### **UNDERWRITERS**

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

### **INFORMATION WE COLLECT**

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

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

### **INFORMATION WE DISCLOSE**

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

### **CONFIDENTIALITY AND SECURITY**

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

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

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

### **CONTACTING US**

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

06/03  
LSW1135B (amended)

## CANCELLATION CLAUSE

NOTWITHSTANDING anything contained in this insurance to the contrary this insurance may be cancelled by the Assured at any time by written notice or by surrender of this contract of insurance.

This Insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Assured or by mailing to the Assured, by registered, certified or other first class mail, at the Assured's address as shown in this Insurance, written notice stating when, not less than 10 days

thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

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

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

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

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

**SECURITY**

**Order Hereon                    100% of 100%**

**Binding Authority Reference                    B0572 NA22CL05**

**100% of 55.00% Order**

20.2500%	SYNDICATE 2987 BRT
2.2500%	SYNDICATE 2988 BRT
16.5000%	SYNDICATE 2121 ARG
22.5000%	SYNDICATE 1200 AMA
11.0000%	SYNDICATE 1969 APL
8.2000%	SYNDICATE 5000 TRV
9.0000%	SYNDICATE 0318 CIN
8.0000%	SYNDICATE 2015 CHN
2.3000%	SYNDICATE 1618 KII

**100.0000%**

**Binding Authority Reference                    B0572 NA22CL07**

**100% of 20.00% Order**

80.0000%	HAMILTON INSURANCE DAC
20.0000%	HDI GLOBAL SPECIALTY SE

**100.0000%**

**Binding Authority Reference                    RF03746A22**

**100% of 25.00% Order**

100.0000%	GREAT LAKES INSURANCE SE AUTHORITY AGREEMENT NUMBER: 3746/2022
-----------	---

**100.0000%**

### **REPLACEMENT COST ENDORSEMENT**

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

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

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

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

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

All other Terms, Clauses and Conditions remain unaltered.

CSWHFD008

**PRE-EXISTING DAMAGE EXCLUSION**

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

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



## Asbestos Endorsement

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

Flood.

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

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

## **SANCTION LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10  
LMA3100

## **PROPERTY CYBER AND DATA EXCLUSION**

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

### **Definitions**

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

LMA5401

11 November 2019

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

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

It is further agreed that service of process in such suit may be made upon **Underwriters at Lloyd's** by notifying:

In Respects of California Risks:

**Lloyd's America, Inc**  
**Attn: Legal Department**  
**280 Park Avenue**  
**East Tower, 25<sup>th</sup> Floor**  
**New York, NY 10017 USA**

In Respects of Risks in All Other States:

**Lloyd's America, Inc.**  
**Attn: Legal Department**  
**280 Park Avenue**  
**East Tower, 25<sup>th</sup> Floor**  
**New York, NY 10017 USA**

And It is further agreed that service of process in such suit may be made upon **Hamilton Insurance DAC** and **Great Lakes Insurance SE** by notifying:

In Respects of California Risks:

**Lloyd's America**  
**Attn: Legal Department**  
**280 Park Avenue**  
**East Tower, 25<sup>th</sup> Floor**  
**New York, NY 10017 USA**

In Respects of Risks in All Other States:

**Lloyd's America Inc**  
**Attn: Legal Department**  
**280 Park Avenue**  
**East Tower, 25<sup>th</sup> Floor**  
**New York, NY 10017 USA**

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

The above-named are authorized and directed to accept service of process on behalf of Insurers in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Insurers' 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, Insurers hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

## **GREAT LAKES INSURANCE SE PRIVACY POLICY STATEMENT**

Great Lakes Insurance SE want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

Full details can be found at: <https://www.munichre.com/en/company/about-munich-re/munich-re-worldwide/united-kingdom/great-lakes-uk.html>

### **INFORMATION WE COLLECT**

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

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

### **INFORMATION WE DISCLOSE**

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

### **CONFIDENTIALITY AND SECURITY**

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

### **DATA SUBJECT RIGHTS**

You have a right to request access to your personal data, to have your personal data removed or deleted, or corrected, to restrict processing where your personal data is inaccurate or the processing is unlawful, or transfer your personal data to another Data Controller. Please contact the Data Protection Officer at the address below.

### **CONTACTING US**

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please write to us at the following address:

GREAT LAKES INSURANCE SE,  
Plantation Place,  
30 Fenchurch Street,  
London EC3M 3AJ

GLISE(i)(02.2020)

**Worldwide Facilities, LLC**

07/13/2022