

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

Previous No. PFD07061	Authority Ref. No. B0572NA22CL04(30%) / B0572NA22CL06(30%) / RF03745A22(40%)	Certificate No. PFD2686
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Name and Address of the Assured:

SHIPYARD VILLAS CONDOMINIUM ASSOCIATION INC
C/O PREMIER CAM SERVICES
PO BOX 152047
CAPE CORAL, FL 33915

Mortgagee and Address

Property Address (if different from above)

3347, 3351, 3355, 3341 & 3345 N KEY DR

NORTH FORT MYERS, FL 33903

Effective from 6/11/2022 to 6/11/2023 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 the Service of Suit Form

Notification of Claim to:

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

Coverage	Amount	Deductible
Primary Flood on Building, sublimited per attached SOV	\$ 2,500,000.00	\$ 5,000.00

Total Coverage Premium	\$ 21,250.00
TRIA Premium:	\$
Total Premium:	\$ 21,250.00

Service Office Fee	\$ 12.75
Surplus Lines Tax	\$ 1,049.75
Policy Fee	\$
Inspection Fee	\$

Flood Zone: AE

Grand Total: \$ 22,312.50

Date Issued: 06/07/2022

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

PRODUCER: BURKE SCHMITT
RTI INSURANCE SERVICES OF FLORIDA
6901 PROFESSIONAL PKWY E SUITE 104
SARASOTA, FL 34240

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.

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

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

ENDORSEMENT NO. 1

EFFECTIVE DATE: 6/11/2023

Named Insured: Shipyard Villas Condominium Association Inc

Insurer: Lloyds London

Policy No.: PFD2686

IT IS UNDERSTOOD AND AGREED THAT IN CONSIDERATION OF THE ADDITIONAL PREMIUM BELOW, THE ABOVE CAPTIONED POLICY IS AMENDED AS FOLLOWS:

Policy term extended to 08/10/2023

Additional Premium: \$3,493.00

Additional Tax: \$174.65

Total Additional: \$3,667.65

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.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

Date of Issue May 5, 2023 / triggrut

Surplus Lines Agent: Michael Kroll W239665

Countersignature: 

ENDORSEMENT NO. 2

EFFECTIVE DATE: 8/10/2023

Named Insured: Shipyard Villas Condominium Association Inc

Insurer: Lloyds London

Policy No.: PFD2686

IT IS UNDERSTOOD AND AGREED THAT IN CONSIDERATION OF THE ADDITIONAL PREMIUM BELOW, THE ABOVE CAPTIONED POLICY IS AMENDED AS FOLLOWS:

Policy term extended to 10/09/2023

Additional Premium: \$3,493.00

Additional Tax: \$174.65

Total Additional: \$3,667.65

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.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

Date of Issue June 21, 2023 / triggrut

Surplus Lines Agent: Michael Kroll W239665

Countersignature: 

ENDORSEMENT NO. 3

EFFECTIVE DATE: 10/9/2023

Named Insured: Shipyard Villas Condominium Association Inc

Insurer: Lloyds London

Policy No.: PFD2686

IT IS UNDERSTOOD AND AGREED THAT IN CONSIDERATION OF THE ADDITIONAL PREMIUM BELOW, THE ABOVE CAPTIONED POLICY IS AMENDED AS FOLLOWS:

Policy term extended to 01/07/2024

Additional Premium: \$5,240.00

Additional Tax: \$262.00

Total Additional: \$5,502.00

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.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

Date of Issue August 22, 2023 / triggrut

Surplus Lines Agent: Michael Kroll W239665

Countersignature:



ENDORSEMENT NO. 4

EFFECTIVE DATE: 1/7/2024

Named Insured: Shipyard Villas Condominium Association Inc

Insurer: Lloyds London

Policy No.: PFD2686

IT IS UNDERSTOOD AND AGREED THAT IN CONSIDERATION OF THE ADDITIONAL PREMIUM BELOW, THE ABOVE CAPTIONED POLICY IS AMENDED AS FOLLOWS:

Policy term extended to 05/31/2024

Additional Premium: \$8,442.00

Additional Tax: \$422.10

Total Additional: \$8,864.10

****DNOC will be issued on entire policy if payment of this endorsement is not received by the due date indicated on the invoice****

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.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

Date of Issue November 28, 2023 / triggrut

Surplus Lines Agent: Michael Kroll W239665

Countersignature:



Attached List of Other Interests

Reference number:PFD2686

Date:06/07/2022

SCHEDULE OF FORMS AND ENDORSEMENTS

Attached to Policy Number : PFD2686

Date: 06/07/2022

FORM NUMBERS

OTHERINTERESTS

JOINTCERPRIM

CSWHFPD003

LSW1135BA

CL040645A20

CSWHFD008

CUIPRE-EXIST

TYSERCYBER

GLISE0220

FORM TITLES

ATTACHED LIST OF OTHER INTERESTS

JOINT CERTIFICATE - 175 - 192 - RF0

PRIMARY FLOOD RCBAP POLICY FORM

PRIVACY POLICY STATEMENT (AMENDED)

TABLE OF SYNDICATES - 04-06-45A20

REPLACEMENT COST ENDORSEMENT

PRE-EXISTING DAMAGE EXCLUSION

TYSERS PROPERTY CYBER ENDORSEMENT 1

GREAT LAKES INSURANCE SE PRIVACY POLICY STATEMENT

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

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: SHIPYARD VILLAS CONDOMINIUM ASSOCIATION INC

2. Mailing Address of Assured: See Declaration Page

3. Policy Period:

From: See Declaration Pg

To: See Declaration Pg

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:

3347, 3351, 3355, 3341 & 3345 N KEY DR
NORTH FORT MYERS, FL 33903

7. Premium:

See Declaration Page

8. Limits:

USD 2,500,000.00 sublimited per attached SOV Ultimate net loss per occurrence

USD Ultimate net loss per occurrence

Deductible:

See Declaration Page

9. Notification of Claims to: Sedgwick and/or Peninsula Insurance Bureau c/o Worldwide Faciliites, LLC
Email: cdonmoyer@cuifla.com Phone: 800-741-4873

10. Choice of Law and Jurisdiction:

This Insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause (U.S.A.).

11. Service of Suit Nominee:

Refer to the Service of Suit Form

12. Risk Information:

Flood Zone: Refer to the declaration page

100% / 12 month Values:

USD 2,500,000.00 sublimited per attached SOV Ultimate net loss per occurrence

USD Ultimate net loss per occurrence

Loss History: No prior flood losses

13. Private Flood Lender Compliance Confirmation:

This policy meets the definition of Private Flood Insurance contained in 42 U.S.C. 012a(b)(7) and the corresponding regulation.

Dated: 06/07/2022

**PRIVATE FLOOD INSURANCE PROGRAM STANDARD FLOOD INSURANCE POLICY RESIDENTIAL
CONDOMINIUM BUILDING ASSOCIATION POLICY FORM**

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.

Underwriters agree that in no event would a loss be denied under this Private Flood Insurance Program Standard Flood Insurance Policy Residential Condominium Building Association Policy Form that would have been settled under the FEMA National Flood Insurance Program Standard Flood Insurance Policy Residential Condominium Building Association Policy Form.

2. LIMITS

The limits of Underwriters Liability shall be those set forth in item 8 of the Schedule under the designation "LIMITS" and the Underwriters shall be liable to pay the ultimate net loss up to the full amount of such "LIMITS".

3. CANCELLATIONS AND NON-RENEWAL

Underwriters may cancel or non-renew this certificate by providing not less than forty-five (45) days advance written notice to both the insured and any mortgagee listed on the policy. If underwriters cancel or non-renew this certificate, coverage provided for the described location(s) shall remain in force until the later of expiration, non-renewal or cancellation of coverage, provided you have paid the applicable premium.

In the case that this policy is not acceptable to the Mortgagee and the Mortgagee has confirmed this in writing and within 45 days of the policy effective date, Underwriters agree to cancel this policy flat from inception.

4. DEFINITIONS

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

5. 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 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.

6. 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 for the purpose in item 9 of the Schedule.

ADDITIONAL WORDINGS AND CLAUSES

AVAILABILITY OF FLOOD INSURANCE COVERAGE UNDER THE NATIONAL FLOOD INSURANCE PROGRAM

Similar coverage as contained in this policy is available from insurance agents representing the FEMA National Flood Insurance Program. You can locate an agent at www.floodsmart.gov.

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

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 handles this insurance. We can provide a more detailed statement of our privacy practices upon request.

06/03

LSW1135B

PROPERTY CYBER AND DATA ENDORSEMENT

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1 Cyber Loss, unless subject to the provisions of paragraph 2;
 - 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, unless subject to the provisions of paragraph 3;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by a Flood (as defined in the Policy Form attached hereto) which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.
- 3 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.
- 4 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 5 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Definitions

- 6 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.
- 7 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.
- 8 Cyber Incident means:
 - 8.1 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
 - 8.2 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.
- 9 Computer System means:

- 9.1 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.
- 10 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.
- 11 Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

LMA5400 (amended)

11 November 2019

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 those mentioned in **item 11** of the Schedule page attached hereto, 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 therefor, 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

INFORMATION

THIS POLICY MEETS ALL OF THE PROVISIONS REQUIRED BY THE TITLE II-FLOOD INSURANCE

Subtitle A- Flood Insurance Reform and Modernisation

This subtitle may be cited as the 'Biggert-Waters Flood Insurance Reform Act of 2012'.

SEC. 100239. USE OF PRIVATE FLOOD INSURANCE TO SATISFY MADATORY PURCHASE REQUIREMENT

“(7) PRIVATE FLOOD INSURANCE DEFINED- In this sub-section, the term ‘private flood insurance’ means an insurance policy that –

“(A) is issued by an insurance company that is –

“(i) licensed, admitted, or otherwise approved to engage in the business of insurance in the State of Jurisdiction in which the insured building is located, by the insurance regulator of that State or jurisdiction;

Or

“(ii) in the case of a policy of difference in conditions, multiple peril, all risk, or other blanket coverage insuring non-residential commercial property, is recognised, or not disapproved, as a surplus lines insurer by the insurance regulator of the State of jurisdiction where the property to be insured is located’;

“(B) provides flood insurance coverage which is at least as broad as the coverage provided under a standard flood insurance policy under the national flood insurance program, including when considering deductibles, exclusions, and conditions offered by the insurer’;

“(C) includes –

“(i) a requirement for the insurer to give 45 days written notice of cancellation or non–renewal of flood

insurance coverage to -

“(I) the insured; and

“(II) the regulated lending institution of Federal agency lender;

“(ii) information about the availability of flood insurance coverage under the national flood insurance program;

“(iii) a mortgage interest clause similar to the clause contained in a standard flood insurance policy under the National Flood Insurance Program and;

“(iv) a provision requiring an insured to file suit no later than 1 year after date of a written denial of all or part of a claim under the policy, and;

“(D) contains cancellation provisions that are as restrictive as the provisions contained in a standard flood insurance policy under the National Flood Insurance Program.”

Private Flood Insurance Program Standard Flood Insurance Policy Residential Condominium Building Association Policy Form

Summary of Changes from the National Flood Insurance Program (NFIP) Standard Flood Insurance Policy Residential Condominium Building Association Policy Form

1. In respect of the Expense Constant charge as defined in Section II. Sub-section B.15 of the PFIP Flood Insurance Policy, the insured is not responsible for this charge.

As a note, Expense Constant has also been removed from the FEMA NFIP Standard Flood Insurance Policy. If you would like a copy of the Final Rule eliminating this coverage from the FEMA NFIP policy dated 4th April 2003, please request this from Croton Stokes Wilson Holden Ltd.
2. In respect of the Federal Policy Fee as defined in Section II. Sub-section B.16 of the PFIP Flood Insurance Policy, the insured is not responsible for this fee.
3. **"Policy Fee"** is added to Section II as Sub-section B.29. and is defined as follows:

29. Policy Fee means a flat charge you must pay on each new or renewal **policy**.
4. **'PFIP'** is added to Section II as Sub-section B.30. and is defined as follows:

30. Private Flood Insurance Policy ('PFIP') means this **policy**.
5. In respect of Section III. D.3. a. (1) (a) this is removed and replaced with the following:

(a) The structure is covered by a contract of flood insurance issued under the **PFIP**.
6. In respect of Section III. D.3. a. (1) (d) **'NFIP'** is removed and replaced with **'NFIP** and, or **PFIP'**.
7. In respect of Section VIII B. d. **'NFIP'** is removed and replaced with **'PFIP'**.
8. In respect of Section VIII B. d. the final sentence 'relating to this **policy** or any other **NFIP** insurance' is removed and replaced with the following:

relating to this **policy** or any other **PFIP** insurance.
9. In respect of Section VIII D, reference to the 'Federal Insurance Administrator' is removed and replaced with 'Underwriters'.
10. In respect of Section VIII. T. 2. b. (2) the sentence 'If any of these allowable structures are insurable buildings under the **NFIP** and are insured under the **NFIP**, they will not be eligible for the benefits of this paragraph **T.2.**' is removed and replaced with the following:

If any of these allowable structures are insurable buildings under the **NFIP** and are insured under the **PFIP**, they will not be eligible for the benefits of this paragraph **T.2.**
11. In respect of Section VIII T.2.c., reference to 'FEMA' is removed and replaced with 'Underwriters'.
12. In respect of Section VIII T.2.e. (2) reference to 'FEMA' is removed and replaced with 'FEMA and Underwriters'.

13. In respect of Section VIII T.2.g, reference to '**NFIP**' is removed and replaced with '**NFIP** and/or **PFIP**'.
14. In respect of Section VIII U.1. and U.2., '**NFIP policy**' is removed and replaced with '**PFIP policy**'.
15. In respect of Section IX. **WHAT LAW GOVERNS**, this is removed and replaced by item 11 of the policy SCHEDULE.
16. Section "**VII COINSURANCE**" is removed in it's entirety.

PRIVATE FLOOD INSURANCE PROGRAM

STANDARD FLOOD INSURANCE POLICY

RESIDENTIAL CONDOMINIUM BUILDING ASSOCIATION POLICY

PLEASE READ THE POLICY CAREFULLY. THE FLOOD INSURANCE PROVIDED IS SUBJECT TO LIMITATIONS, RESTRICTIONS AND EXCLUSIONS.

THIS POLICY COVERS ONLY A RESIDENTIAL CONDOMINIUM BUILDING IN A REGULAR PROGRAM COMMUNITY. IF THE COMMUNITY REVERTS TO EMERGENCY PROGRAM STATUS DURING THE POLICY TERM AND REMAINS AN EMERGENCY PROGRAM COMMUNITY AT TIME OF RENEWAL, THIS POLICY CANNOT BE RENEWED.

I. AGREEMENT

Underwriters will pay you for **direct physical loss by or from flood** to your insured property if you;

1. Have paid the correct premium;
2. Comply with all terms and conditions of this **policy**; and
3. Have furnished accurate information and statements.

Underwriters have the right to review the information you give us at any time and revise your **policy** based on our review

II. DEFINITIONS

A. In this policy, 'you' and 'your' refer to the insured(s) shown on the **Declarations Page** of this **policy**. 'Insured(s)' includes: Any mortgagee and loss payee names in the Application and **Declarations Page** as well as any other mortgagee or loss payee determined to exist at the time of loss in the order of precedence. 'We', 'us' and 'our' refer to Underwriters.

Some definitions are complex because they are provided as they appear in the law of regulations, or result from court cases. The precise definitions are intended to protect you.

Flood, as used in this flood insurance **policy**, means:

1. A general and temporary condition of partial or complete inundation of two or more acres of normally dry land area or of two or more properties (at least one of which is your property) from:
 - a. Overflow of inland or tidal waters;
 - b. Unusual and rapid accumulation of runoff of surface waters from any source;
 - c. Mudflow
2. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a **flood** as defined in A.1.a. above.

B. The following are the other key definitions that we use in this **policy**:

1. **Act.** The National Flood Insurance Act of 1968 and any amendments to it.
2. **Actual Cash Value.** The cost to replace an insured item of property at the time of loss, less the value of its physical depreciation.

3. **Application.** The statement made and signed by you or your agent in applying for this **policy**. The **application** gives information that underwriters use to determine the eligibility of the risk, the kind of policy to be issued, and the correct premium payment. The **application** is part of this flood insurance **policy**. For us to issue you a policy the correct premium payment must accompany the **application**.
4. **Base Flood.** A **flood** having a one percent chance of being equalled or exceeded in any given year.
5. **Basement.** Any area of the **building**, including any sunken room or sunken portion of a room, having its floor below ground level (subgrade) on all sides.
6. **Building**
 - a. A structure with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site;
 - b. A manufactured home (a 'manufactured home' also known as a mobile home, is a structure built on a permanent chassis, transported to its site in one or more sections, and affixed to a permanent foundation) or;
 - c. A travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws.

Building does not mean a gas or liquid storage tank or a recreational vehicle, parktrailer, or other similar vehicle, except as described in **B.6.c.** above.
7. **Cancellation:** The ending of the insurance coverage provided by this **policy** before the expiration date.
8. **Condominium.** That form of ownership of real property in which each **unit** owner has an undivided interest in common elements.
9. **Condominium Association.** The entity made up of the **unit** owners responsible for the maintenance and operation of:
 - a. Common elements owned in undivided shares by **unit** owners; and
 - b. Other real property in which the unit owners have use rights;where membership in the entity is a required condition of unit ownership.
10. **Declaration page.** A computer-generated summary of information you provided in the **application** for insurance. The **Declarations Page** also describes the term of the **policy**, limits of coverage, and displays the premium and our name. The **Declarations Page** is a part of this flood insurance policy.
11. **Described Location.** The location where the insured **building** or personal property are found. The **described location** is shown on the **Declarations Page**.

12. **Direct Physical Loss By or From Flood.** Loss or damage to insured property, directly caused by a **flood**. There must be evidence of physical changes to the property.
13. **Elevated Building.** A **building** that has no **basement** and that has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.
14. **Emergency Program.** The initial phase of a community's participation in the **National Flood Insurance Program**. During this phase, only limited amounts of insurance are available under the **Act**.
15. **Expense Constant.** The insured is not responsible for a flat charge you must pay on each new or renewal **policy** to defray the expenses of the Federal Government related to **flood** insurance.
16. **Federal Policy Fee** The insured is not responsible for a flat charge you must pay on each new or renewal **policy** to defray certain administrative expenses incurred in carrying out the **National Flood Insurance Program**. This fee covers expenses not covered by the **expense constant**.
17. **Improvements.** Fixtures, alterations, installations, or additions comprising a part of the **residential condominium building**, including **improvements** in the **units**.
18. **Mudflow.** A river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water. Other earth movements, such as landslide, slope failure, or a saturated soil mass moving by liquidity down a slope, are not mudflows.
19. **National Flood Insurance Program (NFIP).** The program of flood insurance coverage and floodplain management administrated under the **Act** and applicable Federal regulations in Title 44 of the Code of
20. **Policy.** The entire written contract between you and Underwriters, it includes:
 - a. This printed form;
 - b. The application and **Declarations Page**;
 - c. Any endorsements(s) that may be issued; and
 - d. Any renewal certificate indicating that coverage has been instituted for a new **policy** and new **policy** term.

Only the **buildings**, which you specifically described in the **application**, may be insured under this **policy**.

21. **Pollutants.** Substances that include, but are not limited to, any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals, and waste. 'Waste' includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.
22. **Post-FIRM Building.** A **building** for which construction or substantial improvement occurred after December 31, 1974, or on or after the effective date of an initial Flood Insurance Rate Map (FIRM), whichever is later.

23. **Probation Premium.** A flat charge you must pay on each new or renewal **policy** issued covering property in a community that the NFIP has placed on probation under the provisions of 44 CFR 59.24.
 24. **Regular Program.** The final phase of a community's participation in the **National Flood Insurance Program**. In this phase, a Flood Insurance Rate Map is in effect and full limits of coverage are available under the **Act**.
 25. **Residential Condominium Building.** A **building** owned and administered as a **condominium**, containing one or more family **units** and in which at least 75 percent of the flood area is residential.
 26. **Special Flood Hazard Area.** An area having special **flood**, or **mudflow**, and/or **flood**-related erosion hazards, and shown on a Flood Hazard Boundary Map or Flood Insurance Rate Map as Zone A, AO, A1-A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-A30, V1-V30, VE or V.
 27. **Unit.** A **single-family unit** in a **residential condominium building**.
 28. **Valued Policy.** A policy in which the insured and the insurer agree on the value of the property insured, that value being payable in the event of a total loss. The Standard Flood Insurance Policy is not a **valued policy**.
 29. **Policy Fee** means a flat charge you must pay on each new or renewal **policy**.
 30. **Private Flood Insurance Policy ("PFIP")** means this **policy**.
-

III. PROPERTY COVERED

A. COVERAGE A- BUILDING PROPERTY

Underwriters insure against **direct physical loss by or from flood** to:

1. The **residential condominium building** described on the **Declarations Page** at the **described location**, including all **units** within the **building** and the **improvements** within the **units**.
2. Underwriters also insure such **building** property for a period of 45 days at another location, as set forth in **III.C.2.b**, property Removed to Safety.
3. Additions and extensions attached to and in contact with the **building** by means of a rigid exterior wall, a solid load-bearing interior wall, a stairway, an elevated walkway, or a roof. At your option, additions and extensions connected by any of these methods may be separately insured. Additions and extensions attached to and in contact with the **building** by means of a common interior wall that is not a solid load-bearing wall are always considered part of the **building** and cannot be separately insured.
4. The following fixtures, machinery, and equipment which are covered under **Coverage A** only:

- a. Awnings and canopies;
- b. Blinds;
- c. Carpet permanently installed over unfinished flooring;
- d. Central air conditioners;
- e. Elevator equipment;
- f. Fire extinguishing apparatus;
- g. Fire sprinkler systems;
- h. Walk-in freezers;
- i. Furnaces;
- j. Light fixtures;
- k. Outdoor antenna and aerials fastened to **buildings**;
- l. Permanently installed cupboards, bookcases, panelling, and wallpaper;
- m. Pumps and machinery for operating pumps;
- n. Ventilating equipment;
- o. Wall mirrors, permanently installed; and
- p. In the **units** within the **building**, installed:

- 1. Built- in dishwashers;
- 2. Built- in microwave ovens;
- 3. Garbage disposal units;
- 4. Hot water heaters, including solar water heaters;
- 5. Kitchen cabinets;
- 6. Plumbing fixtures;
- 7. Radiators;
- 8. Ranges;
- 9. Refrigerators; and
- 10. Stoves.

5. Materials and supplies to be used for construction, alteration, or repair of the insured **building** while the materials and supplies are stored in a fully enclosed **building** at the **described location** or on an adjacent property.

6. A **building** under construction, alteration, or repair at the **described location**.

a. If the structure is not yet walled or roofed as described in the definition for **building** (see **II.B.6.a.**) then coverage applies:

(1) Only while such work is in progress: or

(2) If such work is halted, only for a period of up to 90 continuous days thereafter.

b. However, coverage does not apply until the **building** is walled and roofed if the lowest floor, including the **basement** floor, of a non-**elevated building** or the lowest elevated floor of an **elevated building** is:

(1) Below the **base flood** elevation in Zones AH, AE, A1-A30, AR, AR/EA, AR/AH, AR/A1-A30, AR/A, AR/AO; or

(2) Below the **base flood** elevation adjusted to include the effect of wave action in Zones VE or V1-V30

The lowest floor levels are based on the bottom of the lowest horizontal structural member of the floor in zones VE or V1-V30 and the top of the floor in zones AH, AE, A1-A30, AR, AR/AE, AR/AH, AR/A1-A30, AR/A, AR/AO.

7. A manufactured home or a travel trailer as described in the Definitions section (see **II.B.6.b. and II.B.6.c**)

If the manufactured home is in **special flood hazard area**, it must be anchored in the following manner at the time of the loss:

- a. By over-the-top or frame ties to ground anchors; or
- b. In accordance with the manufacturer's specifications; or:
- c. In compliance with the community's floodplain management requirements:

Unless, it has been continuously insured by the **NFIP** at the same **described location** since September 30, 1982.

8. Items of property in a **building** enclosure below the lowest elevated floor of an **elevated post-FIRM building** located in Zones A1-A30, AE, AH, AR, AR/A, AR/AE, AR/AH, AR/A1-A30, V1-V30, or VE, or in a **basement**, regardless of the zone. Coverage is limited to the following:

- a. Any of the following items, if installed in their functioning locations and, if necessary for operation, connected to a power source:

- (1) Central air conditioners;
- (2) Cisterns and the water in them;
- (3) Drywall for walls and ceilings in a **basement** and the cost of labour to nail it, unfinished and unfloated and not taped, to the framing;
- (4) Electrical junction and circuit breaker boxes;
- (5) Electrical outlets and switches;
- (6) Elevators, dumbwaiters and related equipment, except for related equipment installed below the **base flood** elevation after September 30, 1987;
- (7) Fuel tanks and the fuel in them;
- (8) Furnaces and hot water heaters;
- (9) Heat pumps;
- (10) Non-flammable insulation in a **basement**;
- (11) Pumps and tanks used in solar energy systems;
- (12) Stairways and staircases attached to the building, not separated from it by elevated walkways;
- (13) Sump pumps;
- (14) Water softeners and the chemicals in them, water filters, and faucets installed as an integral part of the plumbing system;
- (15) Well water tanks and pumps;
- (16) Required utility connections for any item in the list; and
- (17) Footings, foundations, posts, pilings, piers, or other foundation walls and anchorage systems required to support a **building**.

- c. Clean-up

B. COVERAGE B- PERSONAL PROPERTY

1. If you have purchased personal property coverage, underwriters insure, subject to **B.2** and **B.3** below, against **direct physical loss by or from flood** to personal property that is inside the fully enclosed insured **building** and is:

- a. Owned by the **unit** owners of the **condominium association** in common, meaning property in which **unit** owner has an undivided ownership interest; or
- b. Owned solely by the condominium **association** and used exclusively in the conduct of the business affairs of the **condominium association**.

Underwriters also insure such personal property for 45 days while stored at a temporary location, as set forth in **III.C.2.b**, Property Removed to Safety.

2. Coverage for personal property includes the following property, subject to paragraph **B.1** above, which is covered under Coverage **B** only:
 - a. Air conditioning units, portable or window type;
 - b. Carpet, not permanently installed, over unfinished floor;
 - c. Carpets over finished flooring;
 - d. Clothes washers and dryers;
 - e. 'Cook-out' grills;
 - f. Food freezers, other than walk-in, and food in any freezer;
 - g. Outdoor equipment and furniture stored inside the insured **building**;
 - h. Ovens and the like; and
 - i. Portable microwave ovens and portable dishwashers.
3. Coverage for items of property in a **building** enclosure lower than the lowest elevated floor of an **elevated post- FIRM building** located in zones A1-A30, AE, AH, AR, AR/A, AR/AE, AR/AH, AR/A1-A30, V1-V30, or VE, or in a **basement**, regardless of the zone, is limited to the following items, if installed in their functioning locations and if necessary for operation, connected to a power source:
 - a. Air conditioning units, portable or window type;
 - b. Clothes washers and dryers; and
 - c. Food freezers, other than walk-in, and food in any freezer.
4. Special **Limits**. Underwriters will pay no more than \$2,500 for any one loss to one or more of the following kinds of personal property:
 - a. Artwork, photographs, collectibles, or memorabilia, including but not limited to, porcelain or other figures, and sports cards;
 - b. Rare books or autographed items;
 - c. Jewelry, watches, precious and semiprecious stones, or articles of gold, silver, or platinum; or
 - d. Furs or any article containing fur which represents its principal value.
5. Underwriters will pay only for the functional value of antiques.

C. COVERAGE C- OTHER COVERAGES

1. Debris Removal

- a. Underwriters will pay the expense to remove non-owned debris on or in insured property and owned debris anywhere.
- b. If you or a member of your household perform the removal work, the value of your work will be based on the Federal minimum wage.
- c. This coverage does not increase the Coverage **A** or Coverage **B** limit of liability.

2. Loss Avoidance Measures

- a. **Sandbags, Supplies and Labour**

(1) Underwriters will pay up to \$1,000 for the costs you incur to protect the insured **building** from a flood or imminent danger of **flood**, for the following:

(a) Your reasonable expenses to buy:

- (i) Sandbags, including sand to fill them;
- (ii) Fill temporary levees;
- (iii) Pumps; and
- (iv) Plastic sheeting and lumber used in connection with these items, and

(b) The value of work, at the Federal minimum wage, that you perform.

(2) This coverage for Sandbags, Supplies and Labour applies only if damage to insured property by or from **flood** is imminent and the threat of **flood** damage is apparent enough to lead a person of common prudence to anticipate **flood** damage. One of the following must also occur:

- (a) A general and temporary condition of flooding in the area near the **described location** must occur even if the **flood** does not reach the insured **building**, or
- (b) A legally authorised official must issue an evacuation order or other civil order for the community in which the insured **building** is located calling for measures to preserve life and property from the peril of **flood**.

This coverage does not increase the Coverage **A** or Coverage **B** limit of liability.

b. Property Removed to Safety

(1) Underwriters will pay up to \$1,000 for the reasonable expenses you incur to move insured property to a place other than the **described location** that contains the property in order to protect it from **flood** or the imminent danger of **flood**.

Reasonable expenses include the value of work, at the Federal minimum wage, that you perform.

(2) If you move insured property to a location other than the **described location** that contains the **property**, in order to protect it from **flood** or the imminent danger of **flood**, underwriters will cover such property while at that location for a period of 45 consecutive days from date you begin to move it there. The personal property that is moved must be placed in a fully enclosed **building** or otherwise reasonably protected from the elements.

Any property removed, including a moveable home described in Definition **6. Building**, paragraphs **b** and **c**, must be placed above ground level or outside of the **special flood hazard area**.

This coverage does not increase the Coverage **A** or Coverage **B** limit of liability.

D. COVERAGE D- INCREASED COST OF COMPLIANCE

1. General

This **policy** pays you to comply with a State or local floodplain management law or ordinance affecting repair or reconstruction of a structure suffering **flood** damage. Compliance activities eligible for payment are: elevation, flood-proofing, relocation, or demolition (or any combination of these activities) of your structure. Eligible flood-proofing activities are limited to:

- a. Non-residential structures
- b. Residential structures with **basements** that satisfy FEMA's standards published in the Code of Federal Regulations [44 CFR 60.6 (b) or (C)].

2. Limit of Liability

Underwriters will pay you up to \$30,000 under this Coverage **D- Increased Cost of Compliance**, which only applies to **policies** with **building** coverage (Coverage **A**). Our payment of claims under Coverage **D** is in addition to the amount of coverage which you selected on the **application** and which appears on the **Declarations Page**. But the maximum you can collect under this **policy** for both Coverage **A- Building Property** and Coverage **D- Increased Cost of Compliance** cannot exceed the maximum permitted under the **Act**. Underwriters do not charge a separate deductible for a claim under the coverage **D**.

3. Eligibility

- a. A structure covered under Coverage **A- Building Property** sustaining a loss caused by a **flood** as defined by this **policy** must:

(1) Be a 'repetitive loss structure'. A repetitive loss structure is one that meets the following conditions:

- (a) The structure is covered by a contract of flood issued under the **PFIP**.
- (b) The structure has suffered **flood** damage on two occasions during a 10-year period which ends on the date of the second loss.
- (c) The cost to repair the **flood** damage, on average, equaled or exceeded 25 percent of the market value of the structure at the time of each **flood** loss.
- (d) In addition to the current claim, the **NFIP** and/or **PFIP** must have paid the previous qualifying claim, and the State or community must have a cumulative, substantial damage provision or repetitive loss provision in its floodplain management law or ordinance being enforced against the structure; or

(2) Be a structure that has had **flood** damage in which the cost to repair equals or exceeds 50 percent of the market value of the structure at the time of the **flood**. The State or community must have a substantial damage provision in its floodplain management law or ordinance being enforced against the structure.

- b. This Coverage **D** pays you to comply with State or local floodplain management laws or ordinances that meet the minimum standards of the **National Flood Insurance Program** found in the Code of Federal Regulations at 44 CFR 60.3. We pay for compliance activities that exceed those standards under these conditions:

(1) 3.a.(1) above

(2) **Elevation** or floodproofing in any risk zone to preliminary or advisory **base flood** elevations provided by FEMA which the State or local government has adopted and is enforcing the **flood**-damage structures in such areas.

(This includes compliance activities in B,C,X or D zones which are being changed to zones with **base flood** elevations. This also includes compliance activities in zones where **base flood** elevations are being increased, and a **flood**-damaged structure must comply with the higher advisory **base flood** elevation). Increased Cost of Compliance coverage does not apply to situations in B, C, X or D zones where the community has derived its own elevations and is enforcing elevation or floodproofing requirements for **flood**-damaged structures to elevations derived solely by the community.

- (3) **Elevation** or flood-proofing above the **base flood** elevation to meet State or local 'freeboard' requirements i.e., that a structure must be elevated above the **base flood** elevation.
- c. Under the minimum **NFIP** criteria at 44 CFR 60.3 (b)(4), States and communities must require the elevation or floodproofing of structures in unnumbered A zones to the **base flood** elevation where elevation data is obtained from a Federal, State or other source. Such compliance activities are also eligible for Coverage **D**.
 - d. This coverage will also pay for the incremental cost, after demolition or relocation, of elevating or floodproofing a structure during its rebuilding at the same or another site to meet State or local floodplain management laws or ordinances, subject to Exclusion **D.5.g.** below.
 - e. This coverage will also pay to bring a **flood**-damaged structure into compliance with State or local floodplain management laws or ordinances even if the structure had received a variance before the present loss from the applicable floodplain management requirements.

4. Conditions

- a. When a structure covered under Coverage A- Building Property sustains a loss caused by a **flood**, our payment for the loss under this Coverage D will be for the increased cost to elevate, floodproof, relocate, or demolish (or any combination of these activities) caused by the enforcement of current State or local floodplain management ordinances or laws. Our payment for eligible demolition activities will be for the cost to demolish and clear the site of the **building** debris or a portion thereof caused by the enforcement of current State or local floodplain management ordinances or laws. Eligible activities for the cost of clearing the site will include those necessary to discontinue utility service to the site and ensure proper abandonment of on-site utilities.
- b. When the **building** is repaired or rebuilt, it must be intended for the same occupancy as the present building unless otherwise required by current floodplain management ordinances or laws.

5. Exclusions

Under this Coverage **D- Increased Cost of Compliance** underwriters will not pay for:

- a. The cost to comply with any other floodplain management law or ordinance in communities participating in the **Emergency Program**.
- b. The cost associated with enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise, or in any way respond to, or assess the effects of **pollutants**.
- c. The loss in value to any insured **building** or other structure due to the requirements of any ordinance or law.
- d. The loss in residual value of the undamaged portion of a **building** demolished as a consequence of enforcement of any State or local floodplain management law or ordinance.
- e. Any increased cost of Compliance under this Coverage **D**:
 - (1) Until the **building** is elevated, floodproofed, demolished, or relocated on the same or to another premises; and
 - (2) Unless the **building** is elevated, floodproofed, demolished, or relocated as soon as reasonably possible after the loss, not to exceed 2 years.
- f. Any code upgrade requirements, e.g. plumbing or electrical wiring, not specifically related to the State or local floodplain management laws or ordinances.
- g. Any compliance activities needed to bring additions or **improvements** made after the loss occurred into compliance with State or local floodplain management laws or ordinances.
- h. Loss due to any ordinance or law that you were required to comply with before the current loss.
- i. Any rebuilding activity to standards that do not meet the **NFIP's** minimum requirements. This includes any situation where the insured has received from the State or community a variance in connection with the current **flood** loss to rebuild the property to an elevation below the **base flood** elevation.
- j. Increased Cost of Compliance for a garage or carport.
- k. Any structure insured under an **NFIP** Group Flood Insurance Policy.
- l. Assessments made by a **condominium association** on individual **condominium unit** owners to pay increased costs of repairing commonly owned **buildings** after a **flood** in compliance with State or local floodplain management ordinances or laws.

6. Other Provisions

- a. Increased Cost of Compliance coverage will not be included in the calculation to determine whether coverage meets the coinsurance requirement for replacement cost coverage under VIII. General Conditions, V. Loss Settlement.
- b. All other conditions and provisions of the **policy** apply.

IV. PROPERTY NOT COVERED

Underwriters do not cover any of the following property:

- 1. Personal property not inside the fully enclosed **building**;
- 2. A **building**, and personal property in it, located entirely in, on, or over water or seaward of mean high tide, if constructed or substantially improved after September 30, 1982;
- 3. Open structures, including a **building** used as a boathouse or any structure or **building** into which boats are floated, and personal property located in, on, or over water;
- 4. Recreational vehicles other than travel trailers described in **II.B.6.c** whether affixed to a permanent foundation or on wheels;
- 5. Self-propelled vehicles or machines, including their parts and equipment. However, we do cover self-propelled vehicles or machines not licensed for use on public roads that are:
 - a. Used mainly to service the **described location**, or
 - b. Designed and used to assist handicapped persons,While the vehicles or machines are inside a **building** at the **described location**;
- 6. Land, land values, lawns, trees, shrubs, plants, growing crops or animals.
- 7. Accounts, bills, coins, currency, deeds, evidences of debt, medals, money, scrip, stored value cards, postage stamps, securities, bullion, manuscripts or other valuable papers;
- 8. Underground structures and equipment, including wells, septic tanks, and septic systems;
- 9. Those portions of walks, walkways, decks, driveways, patios, and other surfaces, all whether protected by a roof, or not, located outside the perimeter, exterior walls of the insured **building**;
- 10. Containers including related equipment, such as, but not limited to, tanks containing gases or liquids;

11. **Buildings** and all their contents if more than 49 percent of the **actual cash value** of the **building** is below ground, unless the lowest level is at or above the **base flood** elevation and is below ground by reason of earth having been used as insulation material in conjunction with energy efficient building techniques;
 12. **Fences**, retaining walls, seawalls, bulkheads, wharves, piers, bridges and docks;
 13. Aircraft or watercraft or their furnishings and equipment;
 14. Hot tubs and spas that are not bathroom fixtures, and swimming pools and their equipment such as, but not limited to, heaters, filters, pumps, and pipes, wherever located;
 15. Property not eligible for flood insurance pursuant to the provisions of the Coastal Barrier Resources Act and the Coastal Barrier Improvement Act of 1990 and amendments to these acts;
 16. Personal property used in connection with any incidental commercial occupancy or use of the **building**.
-

V. EXCLUSIONS

- A. Underwriters only pay for **direct physical loss by or from flood**, which means that Underwriters do not pay you for:
 1. Loss of revenue or profits;
 2. Loss of access to the insured property or **described location**;
 3. Loss of use of the insured property or **described location**;
 4. Loss from interruption of business or production;
 5. Any additional living expenses incurred while the insured **building** is being repaired or is unable to be occupied for any reason;
 6. The cost of complying with any ordinance or law requiring or regulating the construction, demolition, remodelling, renovation, or repair of property, including removal of any resulting debris. This exclusion does not apply to any eligible activities that we describe in Coverage **D**- Increased Cost of Compliance; or
 7. Any other economic loss.
- B. Underwriters do not insure a loss directly or indirectly caused by a **flood** that is already in progress at the time and date:

1. The **policy** term begins; or
 2. Coverage is added at your request
- C. Underwriters do not insure for loss to property caused directly by earth movement even if the earth movement is caused by **flood**. Some examples of earth movement that Underwriters do not cover are:
1. Earthquake;
 2. Landslide;
 3. Land subsidence;
 4. Sinkholes;
 5. Destabilization or movement of land that results from accumulation of water in subsurface land areas; or
 6. Gradual erosion.

Underwriters do, however, pay for losses from **mudflow** and land subsidence as a result of erosion that are specifically covered under our definition of **flood** (see **II.A.1.c** and **II.A.2.**)

- D. Underwriters do not insure for direct physical loss caused directly or indirectly by:
1. The pressure or weight of ice;
 2. Freezing or thawing;
 3. Rain, snow, sleet, hail or water spray;
 4. Water, moisture, mildew, or mold damage that results primarily from any condition:
 - a. Substantially confined to the insured **building**; or
 - b. That is within your control including, but not limited to:
 - (1) Design, structural, or mechanical defects
 - (2) Failure, stoppage, or breakage of water or sewer lines, drains, pumps, fixtures, or equipment; or
 - (3) Failure to inspect and maintain the property after a **flood** recedes;
 5. Water or waterborne material that:
 - a. Backs up through sewers or drains;
 - b. Discharges or overflows from a sump, sump pump, or related equipment; or
 - c. Seeps or leaks on or through insured property;

unless there is a **flood** in the area and the **flood** is the proximate cause of the sewer or drain backup, sump pump discharge or overflow, or the seepage of water;

6. The pressure or weight of water unless there is a flood in the area and the flood is the proximate cause of the damage from the pressure or weight of water;
 7. Power, heating, or cooling failure unless the failure results from **direct physical loss by or from flood** to power, heating or cooling equipment situated on the **described location**;
 8. Theft, fire, explosion, wind or windstorm;
 9. Anything you or your agents do or conspire to do to cause loss by **flood** deliberately;
or
 10. Alteration of the insured property that significantly increases the risk of flooding.
- E. Underwriters do not insure for loss to any **building** or personal property located on land leased from the Federal Government, arising from or incident to the flooding of the land by the Federal Government, where the lease expressly holds the Federal Government harmless under flood insurance issued under any Federal Government program.
- F. Underwriters do not pay for the testing for or monitoring of **pollutants** unless required by law or ordinance.

VI. DEDUCTIBLES

- A. When a loss is covered under this **policy**, Underwriters will pay only that part of the loss that exceeds the applicable deductible amount, subject to the limit of insurance that applies. The deductible amount is shown on the **Declarations Page**. However, when a **building** under construction, alteration or repair does not have at least two rigid exterior walls and a fully secured roof at the time of loss, your deductible amount will be two times the deductible that would otherwise apply to a completed **building**.
- B. In each loss from **flood**, separate deductibles apply to the **building** and personal property insured by this **policy**.
- C. No deductible applies to:
1. **III.C.2.** Loss Avoidance Measures; or
 2. **III.D.** Increased Cost of Compliance

VII. COINSURANCE

~~A. This Coinsurance section applies only to coverage on the **building**.~~

~~B. Underwriters will impose a penalty on loss payment unless the amount of insurance applicable to the damaged **building** amount is:~~

- ~~1. At least 80 percent of its replacement cost; or~~
- ~~2. The maximum amount of insurance available for that **building** under the **NFIP**,~~

~~whichever is less.~~

~~C. If the actual amount of insurance on the **building** is less than the required amount in accordance with the terms of **VII.B**, above, then loss payment is determined as follows (subject to all other relevant conditions in this **policy**, including those pertaining to valuation, adjustment, settlement, and payment of loss.)~~

- ~~1. Divide the actual amount of insurance carried on the **building** by the required amount of insurance.~~
- ~~2. Multiply the amount of loss, before application of the deductible, by the figure determined in **C.1** above.~~
- ~~3. Subtract the deductible from the figure determined in **C.2** above.~~

~~Underwriters will pay the amount determined in **C.3** above, or the amount of insurance carried, whichever is less. The amount of insurance carried, if in excess of the applicable maximum amount of insurance available under the **NFIP**, is reduced accordingly.~~

~~**Examples**~~

~~**Example #1 (Inadequate Insurance)**~~

Replacement value of the building	\$250,000	_____
Required amount of insurance (80% of replacement value of \$250,000)	\$200,000	_____
Actual amount of insurance carried	\$180,000	
Amount of the loss	\$150,000	
Deductible	\$ 500	

~~**Step 1:** $180,000 \div 200,000 = .90$
(90% of what should be carried)~~

~~**Step 2:** $150,000 \times .90 = 135,000$~~

~~**Step 3:** $135,000 - 500 = 134,500$~~

~~Underwriters will pay no more than \$134,500. The remaining \$15,500 is not covered due to the coinsurance penalty (\$15,000) and application of the deductible (\$500).~~

Example #2 (Adequate Insurance)

Replacement value of the building	\$500,000
Required amount of insurance of replacement value of \$500,000	(80% \$400,000)
Actual amount of insurance carried	\$400,000
Amount of loss	\$200,000
Deductible	\$ 500

~~In this example there is no coinsurance penalty, because the actual amount of insurance carried meets the required amount. Underwriters will pay no more than \$199,500 (\$200,000 amount of loss minus the \$500 deductible.)~~

~~D. In calculating the full replacement cost of a building:~~

- ~~1. The replacement cost value of any covered **building** property will be included;~~
- ~~2. The replacement cost value of any **building** property not covered under this **policy** will not be included; and~~
- ~~3. Only the replacement cost value of **improvements** installed by the **condominium association** will be included.~~

VIII. GENERAL CONDITIONS

A. Pairs and Sets

In case of loss to an article that is part of a pair or set, Underwriters will have the option of paying you:

1. An amount equal to the cost of replacing the lost, damaged, or destroyed article, less depreciation; or
2. An amount that represents the fair proportion of the total value of the pair or set that the lost, damaged, or destroyed article bears to the pair or set.

B. Concealment or Fraud and Policy Voidance

1. With respect to all insureds under this **policy**, this **policy**:
 - a. Is void;

- b. Has no legal force or effect;
- c. Cannot be renewed; and
- d. Cannot be replaced by a new **PFIP** policy ;

If, before or after a loss, you or any other insured or your agent have at any time:

- (1) Intentionally concealed or misrepresented any material fact or circumstance;
- (2) Engaged in fraudulent conduct; or
- (3) Made false statements;

relating to this **policy** or any other **PFIP** insurance.

- 2. This **policy** will be void as of the date the wrongful acts described in **B.1** above were committed.
- 3. Fines, civil penalties, and imprisonment under applicable Federal laws may also apply to the acts of fraud or concealment described above.
- 4. This **policy** is also void for reasons other than fraud, misrepresentation, or wrongful act. This **policy** is void from its inception and has no legal force under the following conditions:
 - a. If the property is located in a community that was not participating in the **NFIP** on the **policy's** inception date and did not join or re-enter the program during the **policy** term and before the loss occurred ; or
 - b. If the property listed on the **application** is otherwise not eligible for coverage under the **NFIP**.

C. Other Insurance

- 1. If a loss covered by this **policy** is also covered by other insurance that includes **flood** coverage not issued under the **Act**, Underwriters will not pay more than the amount of insurance that you are entitled to for lost, damaged, or destroyed property insured under this **policy** subject to the following:
 - a. Underwriters will pay only the proportion of the loss that the amount of insurance that applies under this **policy** bears to the total amount of insurance covering the loss, unless **C.1.b** or **c.** immediately below applies.
 - b. If the other policy has a provision stating it is excess insurance, the **policy** will be primary.

- c. This **policy** will be primary (but subject to its own deductible) up to the deductible in the other **flood** policy (except another policy as described in **C.1.b** above). When the other deductible amount is reached, this **policy** will participate in the same proportion that the amount of insurance under this **policy** bears to the total amount of both policies, for the remainder of the loss.
2. If there is a flood insurance policy in the name of a **unit** owner that covers the same loss as this **policy**, then this policy will be primary.

D. Amendments, Waivers, Assignment

This **policy** cannot be changed nor can any of its provisions be waived without the express written consent of the Underwriters. No action that Underwriters take under the terms of this **policy** constitutes a waiver of any of our rights. You may assign this **policy** in writing when you transfer the title of your property to someone else, except under these conditions:

1. When this **policy** covers only personal property; or
2. When this **policy** covers a structure during the course of construction

E. Cancellation of Policy by You

1. You may cancel this **policy** in accordance with the applicable rules and regulations of the **NFIP**.
2. If you cancel this **policy**, you may be entitled to a full or partial refund on premium also under the applicable rules and regulations of the **NFIP**.

F. Non-renewal of the Policy by Us

Your **policy** will not be renewed:

1. If the community where your covered property is located stops participating in the **NFIP**; or
2. If your **building** has been declared ineligible under Section 1316 of the **Act**.

G. Reduction and Reformation of Coverage

1. If the premium we received from you was not enough to buy the kind and amount of coverage you requested, Underwriters will provide only the amount of coverage that can be purchased for the premium payment we received,
2. The **policy** can be reformed to increase the amount of coverage resulting from the reduction described in **G.1.** above to the amount you requested as follows:
 - a. Discovery of insufficient premium or incomplete rating information before a loss.

- (1) If Underwriters discover before you have a **flood** loss that your premium payment was not enough to buy the requested amount of coverage, Underwriters will send you and any mortgagee or trustee known to us a bill for the required additional premium for the current **policy** term (or that portion of the current **policy** term following any endorsement changing the amount of coverage). If you or the mortgagee or trustee pay the additional premium within 30 days from the date of our bill, Underwriters will reform the **policy** to increase the amount of coverage to the originally requested amount effective to the beginning of the current **policy** term (or subsequent date of any endorsement changing the amount of coverage).
- (2) If Underwriters determine before you have a **flood** loss that the rating information Underwriters have is incomplete and prevents us from calculating the additional premium, we will ask you to send us the required information. You must submit the information within 60 days of our request. Once Underwriters determine the amount of additional premium for the current **policy** term, Underwriters will follow the procedure in **G.2.a.(1)** above.
- (3) If Underwriters do not receive the additional premium (or additional information) by the date it is due, the amount of coverage can only be increased by endorsement subject to any appropriate waiting period.

b. Discovery of insufficient premium or incomplete rating information after a loss.

- (1) If Underwriters discover after you have a **flood** loss that your premium payment was not enough to buy the requested amount of coverage, Underwriters will send you and any mortgagee or trustee known to us a bill for the required additional premium for the current and the prior **policy** terms. If you or the mortgagee or trustee pay the additional premium within 30 days from the date of our bill, we will reform the **policy** to increase the amount of coverage to the originally requested amount effective to the beginning of the prior **policy** term.
 - (2) If Underwriters discover after you have a **flood** loss that the rating information Underwriters have is incomplete and prevents us from calculating the additional premium, Underwriters will ask you to send the required information. You must submit the information before your claim can be paid. Once we determine the amount of additional premium for the current and prior policy terms, Underwriters will follow the procedure in **G.2.b.(1)** above.
 - (3) If Underwriters do not receive the additional premium by the date it is due, your flood insurance claim will be settled based on the reduced amount of coverage. The amount of coverage can only be increased by endorsement subject to any appropriate waiting period.
3. However, if Underwriters find that you or your agent intentionally did not tell Underwriters, or falsified any important fact or circumstance or did anything fraudulent relating to this insurance, the provisions of Condition **B. Concealment or Fraud and Policy Voidance** apply.

H. Policy Renewal

1. This **policy** will expire at 12.01 a.m on the last day of the **policy** term.

2. Underwriters must receive the payment of the appropriate renewal premium within 30 days of the expiration date.
3. If Underwriters find, however, that Underwriters did not place your renewal notice into the U.S. Postal Service, or if Underwriters did mail it, Underwriters made a mistake, e.g. Underwriters used an incorrect, incomplete, or illegible address, which delayed its delivery to you before the due date for the renewal premium, then Underwriters will follow these procedures:
 - a. If you or your agent notified Underwriters, no later than 1 year after the date on which the payment of the renewal premium was due, of non-receipt of a renewal notice before the due date for the renewal premium, and Underwriters determine that the circumstances in the preceding paragraph apply, Underwriters will mail a second bill providing a revised due date, which will be 30 days after the date on which the bill is mailed.
 - b. If Underwriters do not receive the premium requested in the second bill by the revised due date, then Underwriters will not renew the **policy**. In that case, the **policy** will remain an expired **policy** as of the expiration date shown on the **Declarations Page**.
4. In connection with the renewal of this **policy**, Underwriters may ask you during the **policy** term to recertify, on a Recertification Questionnaire that Underwriters will provide you, the rating information used to rate your most recent **application** for or renewal of insurance.

I. Conditions Suspending or Restricting Insurance

Underwriters are not liable for loss that occurs while there is a hazard that is increased by any means within your control or knowledge.

J. Requirements in Case of Loss

In case of a **flood** loss to insured property, you must:

1. Give prompt written notice to us;
2. As soon as reasonably possible, separate the damaged and undamaged property, putting it in the best possible order so that we may examine it;
3. Prepare an inventory of damaged personal property showing the quantity, description, **actual cash value** and amount of loss. Attach all bills, receipts, and related documents;
4. Within 60 days after the loss, send Underwriters a proof of loss, which is your statement of the amount you are claiming under the **policy** signed and sworn to by you, and which furnishes us with the following information:
 - a. The date and time of loss;
 - b. A brief explanation of how the loss happened;

- c. Your interest (for example, “owner”) and the interest, if any, of others in the damaged property;
 - d. Details of any other insurance that may cover the loss;
 - e. Changes in title or occupancy of the insured property during the term of the **policy**;
 - f. Specifications of damaged insured **buildings** and detailed repair estimates;
 - g. Names of mortgagees or anyone else having a lien, charge, or claim against the insured property;
 - h. Details about who occupied any insured **building** at the time of loss and for what purpose; and
 - i. The inventory of damaged personal property described in **J.3** above.
- 5. In completing the proof of loss, you must use your own judgment concerning the amount of loss and justify that amount.
 - 6. You must cooperate with the adjuster or representative in the investigation of the claim.
 - 7. The insurance adjuster whom we hire to investigate your claim may furnish you with a proof of loss form, and she or he may help you complete it. However, this is a matter of courtesy only, and you must still send us a proof of loss within 60 days after the loss even if the adjuster does not furnish the form of help you complete it.
 - 8. Underwriters have not authorized the adjuster to approve or disapprove claims or to tell you whether we will approve your claim.
 - 9. At our option, Underwriters may accept the adjuster’s report of the loss instead of your proof of loss. The adjuster’s report will include information about your loss and the damages you sustained. You must sign the adjuster’s report. At our option, Underwriters may require you to swear to the report.

K. Our Options after a Loss

Options that Underwriters may, in our sole discretion, exercise after loss include the following:

- 1. At such reasonable times and places that we may designate, you must:
 - a. Show us or our representative the damaged property;

- b. Submit to examination under oath, while not in the presence of another insured, and sign the same; and
- c. Permit us to examine and make extracts and copies of:
 - (1) Any policies of property insurance insuring you against loss and the deed establishing your ownership of the insured real property;
 - (2) **Condominium association** documents including the Declarations of the **condominium**, its Articles of Association or Incorporation, Bylaws, and rules and regulations; and
 - (3) All books of accounts, bills, invoices, and other vouchers, or certified copies pertaining to the damaged property if the originals are lost.
- 2. Underwriters may request, in writing, that you furnish us with a complete inventory of the lost, damaged, or destroyed property, including:
 - a. Quantities and costs;
 - b. **Actual cash values** or replacement cost (whichever is appropriate);
 - c. Amounts of loss claimed;
 - d. Any written plans and specifications for repair of the damaged property that you can reasonably make available to us; and
 - e. Evidence that prior **flood** damage has been repaired.
- 3. If we give you written notice within 30 days after we receive your signed, sworn proof of loss, Underwriters may:
 - a. Repair, rebuild, or replace any part of the lost, damaged, or destroyed property with material or property of like kind and quality or its functional equivalent; and
 - b. Take all or any part of the damaged property at the value we agree upon or its appraised value.

L. No Benefit to Bailee

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

M. Loss Payment

- 1. Underwriters will adjust all losses with you. Underwriters will pay you unless some other person or entity is named in the **policy** or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss (or

within 90 days after the insurance adjuster files an adjuster's report signed and sworn to by you in lieu of a proof of loss) and:

- a. Underwriters reach an agreement with you;
 - b. There is an entry of a final judgement; or
 - c. There is filing of an appraisal award with us, as provided in **VIII.P.**
2. If Underwriters reject your proof of loss in whole or in part you may:
- a. Accept such denial of your claim;
 - b. Exercise your rights under this **policy**; or
 - c. File an amended proof of loss, as long as it is filed within 60 days of the date of the loss.

N. Abandonment

You may not abandon damaged or undamaged insured property to us.

O. Salvage

Underwriters may permit you to keep damaged insured property after a loss, and Underwriters will reduce the amount of the loss proceeds payable to you under the **policy** by the value of the salvage.

P. Appraisal

If you and Underwriters fail to agree on the **actual cash value**, or if applicable, replacement cost of the damaged property so as to determine the amount of loss, then either may demand an appraisal of the loss. In this event, you and Underwriters will each choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days you or we may request that the choice be made by a judge of a court of record in the State where the insured property is located. The appraisers will separately state the **actual cash value**, the replacement cost, and the amount of loss of each item. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed by any two will set the amount of **actual cash value** and loss, or if it applies, the replacement cost and loss.

Each party will:

- 1. Pay its own appraiser; and
- 2. Bear the other expenses of the appraisal and umpire equally

Q. Mortgage Clause

The word "mortgagee" includes trustee.

Any loss payable under Coverage **A - Building** will be paid to any mortgagee of whom Underwriters have actual notice as well as any other mortgagee or loss payee determined to exist at the time of loss, and you, as interests appear. If more than one mortgagee is named the order of payment will be the same as the order of precedence of the mortgages.

If Underwriters deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:

1. Notifies us of any change in the ownership or occupancy, or substantial change in risk of which the mortgagee is aware;
2. Pays any premium due under this **policy** on demand if you have neglected to pay the premium; and
3. Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so.

All of the terms of this **policy** apply to the mortgagee.

The mortgagee has the right to receive loss payment even if the mortgagee has started foreclosure or similar action on the **building**.

If Underwriters decide to cancel or not renew this **policy**, it will continue in effect for the benefit of the mortgagee only for 30 days after Underwriters notify the mortgagee of the cancellation or non-renewal.

If Underwriters pay the mortgagee for any loss and deny payment to you, Underwriters are subrogated to all the rights of the mortgagee granted under the mortgage on the property. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

R. Suit Against Us

You may not sue us to recover money under this **policy** unless you have complied with all the requirements of the **policy**. If you do sue, you must start the suit within 1 year after the date of the written denial of all or part of the claim, and you must file the suit in the United States District Court of the district in which the insured property was located at the time of loss. This requirement applies to any dispute that you may have arising out of the handling of any claim under the **policy**.

S. Subrogation

Whenever Underwriters make a payment for a loss under this **policy**, Underwriters are subrogated to your right to recover for that loss from any other person. That means that your right to recover for a loss that was partly or totally caused by someone else is automatically transferred to us, to the extent that we have paid you for the loss. Underwriters may require you to acknowledge this transfer in writing. After the loss, you may not give up our right to recover this money or do anything that would prevent us from recovering it. If you make any claim against any person who

caused your loss and recover any money, you must pay us back first before you may keep any of that money.

T. Continuous Lake Flooding

1. If your insured **building** has been flooded by rising lake waters continuously for 90 days or more and it appears reasonably certain that a continuation of this flooding will result in a covered loss to the insured **building** equal to or greater than the **building policy** limits plus the deductible or the maximum payable under the **policy** for any one **building** loss, we will pay you the lesser of these two amounts without waiting for the further damage to occur if you sign a release agreeing:

- a. To make no further claim under this **policy**;
- b. Not to seek renewal of this **policy**;
- c. Not to apply for any flood insurance under the **Act** for property at the **described location**; and
- d. Not to seek a premium refund for current or prior terms.

If the **policy** term ends before the insured **building** has been flooded continuously for 90 days, the provisions of this paragraph **T.1** will apply when the insured **building** suffers a covered loss before the **policy** term ends.

2. If your insured **building** is subject to continuous lake flooding from a closed basin lake, you may elect to file a claim under either paragraph, **T.1** above or this paragraph **T.2** (A 'closed basin lake' is a natural lake from which water leaves primarily through evaporation and whose surface area now exceeds or has exceeded one square mile at any time in the recorded past. Most of the nation's closed basin lakes are in the western half of the United States, where annual evaporation exceeds annual precipitation and where lake levels and surface areas are subject to considerable fluctuation due to wide variations in the climate. These lakes may overtop their basins on rare occasions.) Under this paragraph **T.2** Underwriters will pay your claim as if the **building** is a total loss even though it has not been continuously inundated for 90 days subject to the following conditions:

- a. Lake **flood** waters must damage or immediately threaten to damage your building.
- b. Before approval of your claim, you must:
 - (1) Agree to a claim payment that reflects your buying back the the salvage on a negotiated basis; and
 - (2) Grant the conservation easement described in FEMA's "Policy Guidance for Closed Basin Lakes", to be recorded in the office of the local recorder of deeds. FEMA, in consultation with the community in which the property is

located, will identify on a map an area or areas of special consideration (ASC) in which there is a potential for **flood** damage from continuous lake flooding. FEMA will give the community the agreed-upon map showing the ASC. This easement will only apply to that portion of the property in the ASC. It will allow certain agricultural and recreational uses of the land. The only structures that it will allow on any portion of the property within the ASC are certain simple agricultural and recreational structures. If any of these allowable structures are insurable **buildings** under the **NFIP** and are insured under the **PFIP** they will not be eligible for the benefits of this paragraph **T.2**. If a U.S Army Corps of Engineers certified **flood** control project or otherwise certified **flood** control project later protects the property, FEMA will, upon request, amend the ASC to remove areas protected by those projects. The restrictions of the easement will then no longer apply to any portion of the property removed from the ASC; and

(3) Comply with paragraphs **T.1.a.** through **T.1.d** above.

- c. Within 90 days of approval of your claim, you must move your **building** to a new location outside the ASC. Underwriters will give you an additional 30 days to move if you show that there is sufficient reason to extend the time.
- d. Before the final payment of your claim, you must acquire an elevation certificate and a floodplain development permit from the local floodplain administrator to the new location of your **building**.
- e. Before the approval of your claim, the community having jurisdiction over your **building** must:
 - (1) Adopt a permanent land use ordinance, or a temporary moratorium for a period not to exceed 6 months to be followed immediately by a permanent land use ordinance, that is consistent with the provisions specified for the easement required in paragraph **T.2.b** above;
 - (2) Agree to declare and report any violations of this ordinance to FEMA and Underwriters so that under Section 1316 of the National Flood Insurance Act of 1968, as amended, **flood** insurance to the **building** can be denied; and
 - (3) Agree to maintain as deed-restricted, for purposes compatible with open space or agricultural or recreational use only, any affected property the community acquires an interest in. These deed restrictions must be consistent with the provisions of **T.2.b.** above, except that, even if a certified project protects the property, the land use restrictions continue to apply if the property was acquired under the Hazard Migration Grant Program. If a non-profit land trust organization receives the property as a donation, that organization must maintain the property as deed restricted, consistent with provisions of paragraph **T.2.b.** above

- f. Before the approval of your claim, the affected State must take all action set forth in FEMA's "Policy Guidance for Closed Basin Lakes".
- g. You must have **NFIP** and /or **PFIP** flood insurance coverage continuously in effect from a date established by FEMA until you file a claim under this paragraph **T.2**. If a subsequent owner buys **NFIP** and / or **PFIP** Insurance that goes into effect within 60 days of the date of transfer of title, any gap in coverage during that 60- day period will not be a violation of this continuous coverage requirement. For the purpose of honoring a claim under this paragraph **T.2**, Underwriters will not consider to be in effect any increased coverage that became effective after the date established by FEMA. The exception to this is any increased coverage in the amount suggested by your insurer as an inflation adjustment.
- h. This paragraph **T.2** will be in effect for a community when the FEMA Regional Director for the affected region provides to the community, in writing, the following:
 - (1) Confirmation that the community and the State are in compliance with the conditions in paragraphs **T.2.e** and **T.2.f.** above; and
 - (2) The date by which you must have flood Insurance in effect.

U. Duplicate Policies Not Allowed

- 1. Underwriters will not insure your property under more than one **PFIP** policy.

If Underwriters find that the duplication was not knowingly created, Underwriters will give you written notice. The notice will advise you that you may choose one of several options under the following procedures:

- a. If you choose to keep in effect the **policy** with the earlier effective date, you may also choose to add coverage limits of the later **policy** to the limits of the earlier **policy**. The change will become effective as of the effective date of the later **policy**.
- b. If you choose to keep in effect the **policy** with the later effective date, you may also choose to add the coverage limits of the earlier **policy** to the limits of the later **policy**. The change will be effective as of the effective date of the later **policy**.

In either case, you must pay the pro rata premium for the increased coverage limits within 30 days of the written notice. In no event will the resulting coverage limits exceed the permissible limits of coverage under the Act or your insurable interest, whichever is less.

Underwriters will pay a refund to you, according to applicable NFIP rules, of the premium for the policy not being kept in effect.

- 2. Your opinion under this Condition **U. Duplicate Policies Not Allowed** to elect which **PFIP policy** to keep in effect does not apply when duplicates have been knowingly created. Losses occurring under such circumstances will be adjusted

according to the terms and conditions of the earlier **policy**. The **policy** with the later effective date will be cancelled.

V. Loss Settlement

1. Introduction

This **policy** provides three methods of settling losses: Replacement Cost, Special Loss Settlement, and **Actual Cash Value**. Each method is used for a different type of property, as explained in **a-c.** below.

- a.** Replacement Cost loss settlement, described in **V.2.** below, applies to **buildings** other than manufactured homes or travel trailers.
- b.** Special loss settlement, described in **V.3.** below, applies to a **residential condominium building** that is a travel trailer or a manufactured home.
- c.** **Actual cash Value** loss settlement to all other property covered under this **policy**, as outlines in **V.4.** below.

2. Replacement Cost Loss Settlement

- a.** Underwriters will pay to repair or replace a damaged or destroyed **building**, after application of the deductible and without deduction for depreciation, but not more than the least of the following amounts:
 - (1)** The amount of insurance in this **policy** that applies to the **building**;
 - (2)** The replacement cost of that part of the **building** damaged, with materials of like kind and quality, and for like occupancy and use; or
 - (3)** The necessary amount actually spent to repair or replace the damaged part of the **building** for like occupancy and use.
- b.** Underwriters will not be liable for any loss on a Replacement Cost Coverage basis unless and until actual repair or replacement of the damaged **building** or parts thereof, is completed.
- c.** If a **building** is rebuilt at a location other than the **described location**, Underwriters will pay no more than it would have cost to repair or rebuild at **the described location**, subject to all other terms of Replacement Cost loss settlement.

3. Special Loss Settlement

- a.** The following loss settlement conditions apply to a **residential condominium building** that is:
 - (1)** A manufactured home or a travel trailer, as defined in **II.B.6.b.** and **c.**; and

- (2) At least 16 feet wide when fully assembled and has an area of at least 600 square feet within its perimeter walls when fully assembled.
- b. If such a **building** is totally destroyed or damaged to such an extent that, in our judgement, it is not economically feasible to repair, at least to its predamage condition, we will at our discretion, pay the least of the following amounts:
 - (1) The lesser of the replacement cost of the manufactured home or travel trailer or 1.5 times the **actual cash value**; or:
 - (2) The **building** limit of liability shown on your **Declarations Page**.
- c. If such manufactured home or travel trailer is partially damaged and, in our judgement, it is economically feasible to repair it to its pre-damage condition, Underwriters will settle the loss according to the Replacement Cost loss settlement conditions in **V.2.** above.

4. Actual Cash Loss Settlement

- a. The types of property noted below are subject to **Actual Cash Value** loss settlement.
 - (1) Personal property;
 - (2) Insured property abandoned after a loss and that remains as debris at the **described location**;
 - (3) Outside antennas and aerials, awnings, and other outdoor equipment;
 - (4) Carpeting and pads;
 - (5) Appliances; and
 - (6) A manufactured or mobile home or travel trailer as defined in **II.B.6.b.** or **c.** that does not meet the condition for Special Loss Settlement in **V.3.** above.
- b. Underwriters will pay the least of the following amounts:
 - (1) The applicable amount of insurance under this **policy**;
 - (2) The **actual cash value** (as defined in **II.B.2.**); or
 - (3) The amount it would cost to repair or replace the property with material of like kind and quality within a reasonable time after the loss.

IX. LIBERALISATION CLAUSE

If Underwriters make a change that broadens your coverage under this edition of our **policy**, but does not require any additional premium, then that change will automatically apply to your insurance as of the

date underwriters implement the change, provided that this implementation date falls within 60 days before, or during the **policy** term stated on the **Declarations Page**.

CSWHPFD003

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)

SECURITY

Order Hereon 100% of 100%

Binding Authority Reference B0572 NA22CL04

100% of 30.00% Order

18.4500%	SYNDICATE 2987 BRT
2.0500%	SYNDICATE 2988 BRT
12.5000%	SYNDICATE 2121 ARG
22.5000%	SYNDICATE 1200 AMA
22.5000%	SYNDICATE 1969 APL
7.0000%	SYNDICATE 5000 TRV
9.0000%	SYNDICATE 0318 CIN
6.0000%	SYNDICATE 1618 KII

100.0000%

Binding Authority Reference B0572 NA22CL06

100% of 30.00% Order

80.0000%	HAMILTON INSURANCE DAC
20.0000%	HDI GLOBAL SPECIALTY SE

100.0000%

Binding Authority Reference RF03745A22

100% of 40.00% Order

100.0000%	GREAT LAKES INSURANCE SE
	AUTHORITY AGREEMENT NUMBER: 3745/2022

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.

PROPERTY CYBER ENDORSEMENT

- 12 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
- 12.1 Cyber Loss, unless subject to the provisions of paragraph 2;
regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 13 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by a Flood (as defined in the policy form attached hereto) which directly results from a Cyber Incident or Cyber Act.
- 14 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 15 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, replaces that wording.

Definitions

- 16 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.
- 17 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.
- 18 Cyber Incident means:
- 18.1 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
- 18.2 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.
- 19 Computer System means:
- 19.1 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.

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
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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

06/07/2022