

Insured's Name Fairway Chase, Inc

Policy # CAT1000477-00

UMR # _____
(Lloyd's Policies Only)

Policy Dates From	<u>09/30/2024</u>	To	<u>09/30/2025</u>
-------------------	-------------------	----	-------------------

Surplus Lines Agents Name Jessica Alcantara

Surplus Lines Agents Address 970 Lake Carillon Drive, Suite 106 St Petersburg FL 33716

Surplus Lines Agents License # P074462

Producing Agent's Name CAREY A. KEYES

Producing Agent's Physical Address 5900 N Hiatus Rd , Tamarac, FL 33321

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

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

Policy Premium \$40,500.00

Policy Fee \$750.00

Inspection Fee \$0.00

Provider Fee \$1,125.00

Tax \$2,093.33

Service Fee \$25.43

FHCF Assessment \$0.00

Citizen's Assessment \$0.00

EMPA Surcharge \$4.00

Surplus Lines Agent's Countersignature



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

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

FLORIDA NOTICES

Surplus Lines Insurance Policy Rates and Forms; Guaranty Fund

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

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

The information and notices contained on this page constitute part of any policy to which this page is attached, but do not effect any terms or conditions of the policy.

COMMERCIAL PROPERTY INSURANCE POLICY JACKET

PRODUCER AND MAILING ADDRESS

PEACHTREE SPECIAL RISK
970 LAKE CARILLON DR
SUITE 106
ST PETERSBURG, FL 33716

NAMED INSURED AND MAILING ADDRESS

FAIRWAY CHASE INC ETAL
PO BOX 731923
ORMOND BEACH, FL 32173

Policy Number: CAT1000477-00

Policy Period: from 09/30/2024* to 09/30/2025*

*12:01 A.M. Local Time at the Named Insured's Mailing Address

Term Premium:	\$ 40,500.00
TRIA Premium:	Not Purchased
Insurer(s) Inspection Fee:	Waived
Insurer(s) Policy Fee:	\$ 1,125.00
Total:	\$ 41,625.00

**IN RETURN FOR THE PAYMENT OF PREMIUM AND FEES, AND SUBJECT TO ALL OF THE
TERMS AND CONDITIONS OF THIS POLICY, THE UNDERWRITING INSURERS LISTED WITHIN
THIS POLICY AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

This insurance policy is issued by International Catastrophe Insurance Managers, LLC ("ICAT"), on behalf of the insurers identified within the policy and in accordance with the limited authorization granted to ICAT as Correspondent / Program Administrator for such insurers. The identified insurers bind themselves severally and not jointly, each for its own part and not one for another, their Executors and Administrators. ICAT is not an insurer under this policy and is not liable to indemnify the insured under the terms of this policy.

Any inquiries regarding this policy should be addressed to ICAT at the following address:

International Catastrophe Insurance Managers, LLC
385 Interlocken Crescent
Suite 1100
Broomfield, CO 80021

TO FILE A CLAIM, CONTACT BOULDER CLAIMS, LLC

FAX: 1-866-325-2142 | CALL: 1-866-789-4228

24 HOURS PER DAY | 7 DAYS PER WEEK

GENERAL PROVISIONS

- 1. Correspondent / Program Administrator Not Insurer.** ICAT is the Correspondent / Program Administrator issuing this insurance policy. ICAT is not an insurer of the insurance described herein and neither is nor shall be liable for any loss or claim whatsoever. The insurers of this policy are identified on the Insurer Participation Schedule (ICAT 50 SCH) attached to and part of this policy.
- 2. Insurer(s) Policy and Inspection Fees.** All Policy and Inspection Fees charged under this policy and identified on this Commercial Property Insurance Policy Jacket or in the Declarations Page are fully earned as of the policy inception date and are not refundable.
- 3. Cancellation.** If this insurance policy or any part of the insurance provided under this policy is cancelled after the inception date of the policy, earned premium must be paid for the time the insurance has been in force. Cancellation and premium earnings shall be as provided in the policy and as may be modified by endorsement issued by ICAT, including endorsements which specify minimum earned premium. You should read this policy carefully to determine how premium is earned before you decide to cancel this policy.
- 4. Assignment.** The insurance described herein shall not be assigned either in whole or in part without the written consent of ICAT.
- 5. Attached Conditions Incorporated.** The insurance described in this Commercial Property Insurance Policy Jacket as well as in the policy to which it is attached is subject to all provisions, conditions, and warranties set forth herein, attached, or endorsed, all of which are to be considered incorporated herein as further descriptive of the insurance.

TO FILE A CLAIM, CONTACT BOULDER CLAIMS, LLC

FAX: 1-866-325-2142 | CALL: 1-866-789-4228
24 HOURS PER DAY | 7 DAYS PER WEEK

Page 2 of 2

FSIC JACKET (12 22)



Policy Number	EXCESS FOLLOWING FORM POLICY	
CAT1000477-00	DECLARATIONS PAGE AND SCHEDULE A	FSIC EXFF 50(b) (12 22)
Policy Period	Term	Policy Inception Date

From: 09/30/2024 To: 09/30/2025 12 Months 0 Days 09/30/2024
12:01 am Local Time* 12:01 am Local Time*

* At the Named Insured Mailing Address shown below.

PRODUCER 60322500

PEACHTREE SPECIAL RISK
970 LAKE CARILLON DR
SUITE 106
ST PETERSBURG, FL 33716
(727) 299-1140

NAMED INSURED

FAIRWAY CHASE INC ETAL
PO BOX 731923
ORMOND BEACH, FL 32173

COMMON POLICY CONDITIONS

In return for the payment of the premium and fees, and subject to all the terms of this Policy,
the insurers identified on the Insurer Participation Schedule (ICAT 50 SCH) agree with You to provide the insurance as stated in this Policy.

See Schedule A attached to this Declarations Page for Coverages and Limits of Insurance.

TO FILE A CLAIM 24 HOURS/DAY, PLEASE FAX TO 1-866-325-2142 OR CALL 1-866-789-4228

Your Term Premium and Fees are:

Term Premium:	\$ 40,500.00
Premium for Terrorism Coverage as it relates to an otherwise covered cause of loss:	Not Purchased
Inspection Fees:	Waived
Policy Fee:	\$1,125.00
Total	\$ 41,625.00

THESE DECLARATIONS TOGETHER WITH THE FORMS AND ENDORSEMENTS LISTED IN THE TABLE OF CONTENTS
COMBINED WITH THE POLICY OF THE PRIMARY INSURER(S) COMPLETE THIS CONTRACT OF INSURANCE

Issued on October 7, 2024



Policy Number	EXCESS FOLLOWING FORM POLICY	
CAT1000477-00	DECLARATIONS PAGE AND SCHEDULE A	FSIC EXFF 50(b) (12 22)
Schedule A		

Primary Policy and Total Sum of Underlying Limits of Insurance**Primary Policy****Primary Insurer(s):**

ICAT

Policy Number:

09-7590197459-S-00

Perils Insured

As set forth in the above-listed Lead Carrier's Policy.

Excess Perils Insured: Special Cause of Loss, Windstorm or Hail and Catastrophic Ground Cover Collapse as defined in the above-listed Primary Policy.

Excess Perils Excluded: All perils not listed above.

Our Limit of Insurance

The Excess Limit shown below, or endorsed onto this policy, is the total limit of the Company's liability applicable to each occurrence, as hereafter defined. Notwithstanding any other terms and conditions of this policy to the contrary, in no event shall the liability of the Company exceed the Excess Limit irrespective of the number of locations involved, whether from a single or multiple covered Cause(s) of Loss. This policy only provides coverage for those Buildings and Lines of Coverage with a limit shown on the Statement of Values (ICAT 50 SOV) attached to this policy or on file with us. The most we will pay at any one Building or for any Line of Coverage is the amount shown for that Building and/or Line of Coverage on ICAT 50 SOV.

Our Excess Limit: \$8,198,875 Excess of \$5,000,000

This Policy does not provide coverage for Earthquake or Flood unless limits are shown below, and then only for the stated proportion of such limits.

The peril of earthquake is EXCLUDED.

The peril of flood is EXCLUDED.

Our aggregate liability for direct physical loss or damage arising out of all Occurrences from Earthquake or Flood in any one Policy Period, commencing with the inception date of this Policy, shall not exceed the applicable limit of liability pertaining to Earthquake or Flood as shown above.

Property or Interest Covered

PER STATEMENT OF VALUES (ICAT 50 SOV) ON FILE WITH US.

TABLE OF CONTENTS

Policy Number: CAT1000477-00

The policy identified by the above listed policy number is comprised of the forms and endorsements listed below.

POLICY FORMS AND ENDORSEMENTS

Form Number	Namefalse
XSFLNotices (01 18)	Florida Notices
FSIC Jacket (12 22)	Commercial Property Insurance Policy Jacket
FSIC EXFF 50(b) (12 22)	Declarations Page
FSIC TOC (12 22)	Table of Contents
ICAT 50 SCH (02 14)	Insurer Participation Schedule
LMA5096 (03 08)	Several Liability Clause
ICAT 50 SOV (01 22)	Statement of Values
EXFF 100 (03 24)	Excess Following Form Policy
ICAT 242FL (09 22)	Mutual Appraisal Endorsement
EXFF 244 (12 22)	Communicable Disease Exclusion
ICAT 601 (01 18)	Minimum Fees Endorsement
ICAT TRIA 3 (01 15)	TRIA Declination
EXFF TRIA-1 (09 22)	Exclusion of Certified Acts of Terrorism
FSIC FL SOS 10 20	Service of Suit Clause – Florida
FSIC WT 077 09 2022	SIGNATURE FORM
PRIV-0100 6/22	Privacy Policy
IL P 001 01 04	OFAC Notice

**INSURER PARTICIPATION SCHEDULE
PRO RATA SHARES APPLICABLE TO THIS POLICY**

Coverage under this Policy is provided by the subscribing insurers listed below:

PERIL	INSURER(S)	CONTRACT NUMBER	PERCENT PARTICIPATION
AP	Fortegra Specialty Insurance Company	FSIC-Excess	100 %

Definitions

Perils

AP: All perils covered under the policy not otherwise specifically defined in this Insurer Participation Schedule.

The liability of an insurer under this policy is several and not joint with other insurers party to this policy, pursuant to the terms and conditions of the Several Liability Clause attached to this policy.

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.

LMA5096 (Combined Certificate)

7 March 2008

STATEMENT OF VALUES

				STATED VALUES LINES OF COVERAGE							
Total Stated Values Under Policy Fairway Chase Inc ETAL CAT1000477-00				Building	Business Personal Property	Tenant Improvements and Betterments	Business Income and Extra Expense	Additional Property Coverage	Total Values	Distance to Coast (mi.)	Flood Zone
				13,049,779	-	-	-	149,096	13,198,875		
Loc #	Bldg #	# of Bldgs	Description								
1				-	-	-	-	-	-		
	1	1	1971 RUTGERS PL 1971 -1979, Port Orange, FL 32128	1,363,366	-	-	-	-	1,363,366	6.62	
	2	1	1981 RUTGERS PL 1981 - 1991, Port Orange, FL 32128	1,467,870	-	-	-	-	1,467,870	6.62	
	3	1	1993 RUTGERS PL 1993 -1999, Port Orange, FL 32128	751,926	-	-	-	-	751,926	6.62	
	4	1	1970 RUTGERS PL 1970 - 1980, Port Orange, FL 32128	1,507,679	-	-	-	-	1,507,679	6.62	
	5	1	2001 CORNELL PL 2001 - 2007, Port Orange, FL 32128	784,443	-	-	-	-	784,443	6.62	
	6	1	2009 CORNELL PL 2009- 2017, Port Orange, FL 32128	995,966	-	-	-	-	995,966	6.62	
	7	1	2019 CORNELL PL 2019 -2029, Port Orange, FL 32128	1,088,443	-	-	-	-	1,088,443	6.62	
	8	1	2016 CORNELL PL 2016 - 2022, Port Orange, FL 32128	838,861	-	-	-	-	838,861	6.62	
	9	1	2024 CORNELL PL 2024 - 2030, Port Orange, FL 32128	784,443	-	-	-	-	784,443	6.62	
	10	1	2008 CORNELL PL 2008 - 2024, Port Orange, FL 32128	816,680	-	-	-	-	816,680	6.62	
	11	1	2047 CORNELL PL 2047 - 2053, Port Orange, FL 32128	776,620	-	-	-	-	776,620	6.62	
	12	1	2039 CORNELL PL 2039 - 2045, Port Orange, FL 32128	858,328	-	-	-	-	858,328	6.62	
	13	1	2031 CORNELL PL 2031 - 2037, Port Orange, FL 32128	858,328	-	-	-	-	858,328	6.62	
	14	1	2004 CORNELL PL POOL BLDG, Port Orange, FL 32128	156,826	-	-	-	-	156,826	6.62	
	APC		Fences		-			27,360	27,360		
	APC		Monument Walls & Signs		-			33,500	33,500		
	APC		Pool		-			88,236	88,236		

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Excess Following Form Policy

A. INDEMNITY AGREEMENT

The insurance provided by this Policy is subject to the same terms, definitions, endorsements, conditions and exclusions (except as regards premiums, limits of liability, conditions, exclusions, endorsements and any other provisions of this Policy) as the policy identified as the Primary Policy in Schedule A of the Declarations (hereinafter referred to as the "Primary Policy").

We agree to indemnify **the Insured** for direct physical loss or damage from any **Occurrence** in excess of an amount not less than the total sum of insurance afforded under the Primary Policy and other **Underlying Insurance**. It is a condition of this Policy that coverage provided under this Policy shall apply only after all **Underlying Insurance** has been exhausted; this amount is identified in Schedule A of the Declarations as the Total Sum of Underlying Limits of Insurance.

B. EXCESS LIMIT OF LIABILITY AND PARTICIPATION (OUR LIMIT OF INSURANCE)

The maximum amount **We** shall be liable for, from each and every **Occurrence**, regardless of the number and kinds of risks involved, shall be the lesser of:

1. The actual amount of direct physical loss, damage and/or expense payable to Property or Interest Covered;
2. The limit identified for each building and line of coverage involved in the loss as scheduled on the Statement of Values attached to this policy; or
3. The limit shown under **Our** Limit of Insurance in Schedule A of the Declarations and as may be limited by the application of any aggregate limits shown therein.

In no event shall **We** pay more than the total Excess Limit shown in Schedule A of the Declarations in any one **Occurrence** or any applicable aggregate limits shown therein.

C. COVERAGE PROVIDED BY THIS POLICY

All risk of Direct Physical Loss or Damage as provided by the Primary Policy, specified herein, and not limited or excluded elsewhere. Excess Perils Insured against shall be listed in Schedule A of the Declarations. Perils that may be covered under the Primary Policy shall not be covered under this Policy if listed under Excess Perils Excluded in Schedule A of the Declarations; in no event shall this Policy provide coverage for a peril listed under Excess Perils Excluded in Schedule A of the Declarations.

The premium for this Policy is based on the Total Insured Values reported to **Us** and listed in the Statement of Values on file with **Us**.

D. PRIMARY/UNDERLYING INSURANCE

It is a condition of this Policy that all **Underlying Insurance**, with total combined limits of liability in an amount not less than that specified as the Total Sum of Underlying Limits of Insurance in Schedule A of the Declarations for each and every loss **Occurrence**, is in full force and effect at the inception, and during the **Policy Period**. If the **Underlying Insurance** is not maintained in effect by **the Insured**, or if there is any change in the scope of coverage of said **Underlying Insurance**, the indemnity provided by this Policy shall then apply in the same manner as though the **Underlying Insurance** had been so maintained and unchanged.

E. PRIORITY OF PAYMENTS

The amount of covered loss from any one **Occurrence** for which this Policy applies shall be determined by the combined direct physical loss, damage and/or expense payable under the **Underlying Insurance**. No liability shall attach under this Policy until and only after all underlying insurers have paid or agreed to pay for the full amount of the **Underlying Insurance** limits, plus any deductible(s) which might be borne by **the Insured** through operation of any deductible clause in the **Underlying Insurance** and after making deductions for all salvages, recoveries, subrogation, and other valid and collectible insurance or recoveries from any source.

In the event of reduction or exhaustion of the aggregate limit(s) of the **Underlying Insurance**, plus any deductible(s) which might be borne by the **Insured**, due to any loss, damage or expense paid for a covered Cause of Loss, this Policy shall apply in excess of the reduced limits of liability of all **Underlying Insurance**, or if such limit is exhausted, shall apply to the amount of loss in excess of those limits, subject to the original deductible provisions contained in the underlying policy(ies) but only as respects property and coverages insured under the terms and conditions of this Policy. In no event, however, will We be liable for more than the limits of insurance listed in the Declarations Page.

For the purpose of attachment of coverage, sublimited perils, coverages, or locations excluded by this Policy but covered by the **Underlying Insurance**, shall be recognized by this Policy as eroding or exhausting the limit of liability of the **Underlying Insurance** but only to the extent of such Sublimits. However, nothing contained herein shall be deemed to extend the coverage provided by this Policy to include loss, damage, or expense from such sublimited perils, coverages, or locations.

F. DEFINITIONS

For the purposes of this Policy, the following words and terms are defined and limited as follows:

1. **Occurrence** shall mean any one loss or damage, or series of losses or damages arising out of one event, cause, or incident. All such loss, damage or expense will be treated as one **Occurrence** irrespective of the period of time, area, or number of locations involved in or affected by such loss, damage, or expense. However, **We** shall not be liable for any loss or damage:
 - a. Occurring before this Policy becomes effective; or
 - b. Arising from an **Occurrence** which is in progress at the time this Policy becomes effective, even if such loss or damage occurs after this Policy becomes effective; or
 - c. Occurring after the expiration of the Policy, except loss or damage arising from an **Occurrence** in progress at the time this Policy expires.
2. **Policy Period** is identified in the Declarations Page and Schedule A (EXFF 50(b)). Subject to the definition of **Occurrence** above, this Policy covers only loss or damage commencing during the **Policy Period** shown in the Declarations and Schedule A (EXFF 50(b)).
3. **Pollutant** shall mean any solid, liquid, gaseous, or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, bacteria, fungi, mycotoxins, scents or by-products released by or produced by fungi, virus, mold, spores, vaccines, and waste. Waste included materials to be recycled, reconditioned, or reclaimed.
4. **Underlying Insurance** consists of the Primary Policy and any other policy(ies) that affords coverage to the **Insured** for covered property and is written for limits for which this Policy is excess, viz., the amount identified as the Total Sum of Underlying Limits of Insurance shown in Schedule A of the Declarations Page (EXFF 50(b)). The Primary Policy and any other **Underlying Insurance** are the first policy(ies) of property insurance to respond to a claim in the event of loss or damage covered under this Policy.
5. **Us, We, Our** and **the Company** mean the insurance companies listed on the Insurer Participation Schedule (ICAT 50 SCH) attached to and part of this Policy.
6. **You, Your, the Named Insured, or the Insured** shall mean **the Named Insured** identified in the Declarations Page (EXFF 50(b)) as may be amended by Endorsement issued by **Us**.

G. EXCLUSIONS

1. **Nuclear, Biological, Chemical, and Radiological Hazards Exclusion.** Notwithstanding anything stated to the contrary in the Primary Policy and regardless of any other cause or event that contributes concurrently or in any sequence to loss, damage, cost, or expense, **We** will not pay for any loss, damage, cost or expense, whether real or alleged, that is caused by, results from, is exacerbated by or otherwise impacted by, either directly or indirectly and whether threatened or actual, any of the following:
 - a. **Nuclear Hazard** – including, but not limited to, nuclear reaction, nuclear detonation (including electromagnetic pulse caused by nuclear detonation), nuclear radiation, radioactive contamination and all agents, materials, products or substances, whether engineered or naturally occurring, involved therein or released thereby;
 - b. **Biological Hazard** – including, but not limited to, any biological and/or poisonous or pathogenic agent, material, product or substance, whether engineered or naturally occurring, that induces or is capable of inducing physical distress, illness, or disease;

- c. Chemical Hazard – including, but not limited to, any chemical agent, material, product or substance;
 - d. Radioactive Hazard – including, but not limited to, any magnetic, electromagnetic, optical, solar, or ionizing radiation or energy, including all generators and emitters thereof, whether engineered or naturally occurring. For purposes of this exclusion, magnetic or electromagnetic radiation or energy includes, but is not limited to, the following:
 - i. Electrical charge produced or conducted by a magnetic or electromagnetic field;
 - ii. Pulse of electromagnetic energy; or
 - iii. Electromagnetic waves or microwaves.
2. Only if and to the extent required by state law, the following exception to the exclusion contained directly above in paragraph **G.1.** applies:
- a. If a hazard excluded under paragraph **G.1.** results in fire, **We** will pay for the loss, damage, cost or expense caused by that fire, subject to all applicable Primary Policy provisions and provisions in this Policy, including **Our** Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property and this coverage does not apply to time-element insurance coverage, including Business Income, Rental Value or Extra Expense coverage.
3. Unless otherwise provided for, this Policy excludes loss or damage directly or indirectly caused by or resulting from any of the following regardless of the cause of the excluded event; or any other causes or events, whether or not covered under this Policy, which may have contributed concurrently or in any sequence with the excluded event to produce the loss; or whether the event occurred suddenly or gradually, involved isolated or widespread damage, arose from natural or external forces, or occurred as a result of any combination of any of the following:
- a. Earthquake, volcanic eruption, mine subsidence, landslide, mudslide, or any other earth movement unless loss by fire or explosion ensues; and then **We** shall be liable for only such ensuing loss.
 - b. Flood, surface water, waves, storm surge, tsunami, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing, including resulting damage from water born debris from any of the foregoing, all whether driven by wind or not; water which backs up through sewers or drains; water below the surface of the ground including that which exerts pressure on or flows, seeps or drains; water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or other openings in such sidewalks, driveways, foundations, walls or floors, unless loss by fire or explosion ensues and then this **Company** shall be liable for only such ensuing loss.
 - c. Actual, alleged, or threatened release, discharge, dispersal or escape of toxic or hazardous substances, contaminants, or **Pollutants**, at any time regardless of whether sudden or accidental, all whether direct or indirect, proximate or remote, or in whole or in part caused by, contributed to or aggravated by any physical damage insured by this Policy.
 - d. Asbestos, dioxin, or polychlorinated biphenols including:
 - i. Removal, encapsulation, covering, or any manner of control or abatement from any goods, products, or structure;
 - ii. Demolition or increased cost of reconstruction, repair or debris removal necessitated by the enforcement of any law or ordinance regulating asbestos, dioxins or polychlorinated biphenols;
 - iii. Any governmental direction or request declaring that asbestos present in or part of or utilized on any undamaged portion **the Insured's** property can no longer be used for which it was intended or installed and must be removed or modified;
 - iv. The presence of asbestos in any building or structure as defined in this Policy.
 - e. Costs, expenses, fines or penalties incurred or sustained by or imposed on **the Insured** at the order of any government agency, court or other authority arising from any causes whatsoever.
 - f. The presence, growth, proliferation, spread or any activity of fungus, wet or dry rot or bacteria.
 - g. Terrorism: Notwithstanding any provision to the contrary in this Policy or in the Primary Policy, it is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For purposes of this exclusion, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. This exclusion also applies to loss, damage,

cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If we determine that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy, the burden of proving the contrary shall be **Yours**. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- h. War. Notwithstanding anything to the contrary contained herein, this Policy does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

H. GENERAL CONDITIONS

1. Maintenance of Primary Coverage: It is a condition of this Policy that all **Underlying Insurance** shall be maintained in full force and effect during the term of this Policy, except for the reduction of aggregate limits in accordance with the provisions of the **Underlying Insurance**. Such exhaustion is not a failure to maintain. The Primary Policy may, without prejudice to this insurance, be replaced or renewed by another policy or other policies issued by the same or other insurers, but such replacement or renewal policies shall be written under the same terms and conditions of the originally issued primary coverage. **The Insured** agrees to advise **the Company** of any replacement or renewal carriers.
2. Reports Clause: **The Insured** agrees to maintain an accurate record of all property at risk. The record shall be open to inspection by duly authorized representatives of this **Company** at all reasonable times during business hours.
3. Permission for Excess Insurance: **The Insured** is given permission to purchase insurance in excess of the limits provided under this Policy.
4. Permission for Underlying Insurance: **The Insured** is given permission to purchase **Underlying Insurance** and this Policy shall be excess of and not contribute in any way with such **Underlying Insurance**. This Policy shall attach only after all **Underlying Insurance** has been exhausted and then shall cover only such loss by a peril insured against on property covered by this Policy.
5. Substitution of Terms And Conditions: Regardless of whether this Policy is attached to another policy, the terms and conditions of this Policy and endorsements attached thereto shall determine the coverage afforded by this Policy.
6. Errors And Omissions: This insurance shall not be prejudiced by any unintentional delay, inadvertent omission or error by **the Insured** in making representations, provided proper notice be given to **Us** as soon as such delay, omission or error becomes known to **the Insured's** corporate insurance department and deficiency of premium, if any, is paid.
7. Other Insurance: **We** shall not be liable for loss under this Policy, if at the time of loss, there is any other insurance which would attach if this Policy had not been in force, except that, should such insurance exist, this Policy shall apply only as excess and in no event as contributing insurance, and only after all other such insurance has been exhausted.
8. Loss Payable: Loss, if any shall be payable to the first **Named Insured**, or their order, whose receipt shall constitute a release in full of all liability under this Policy with respect to such loss.
9. No Broader Terms: In no event shall this Policy grant broader coverage than what is provided by any of the **Underlying Insurance** policies.
10. Uncollectibility of Underlying Insurance: In the event of the bankruptcy, insolvency, or any other financial impairment of any underlying insurer, **We** shall not be liable for the obligations of the underlying insurer. This insurance shall apply as if all **Underlying Insurance** were in full effect and recoverable. This insurance shall not replace such **Underlying Insurance**. The risk of uncollectibility (in whole or in part) of any other insurance, whether because of any financial impairment or insolvency of any

underlying or other insurer or for any other reason is expressly retained by **the Insured** and is not in any way or under any circumstances covered or assumed by **Us**.

11. Notification of Claims: Upon knowledge of any **Occurrence** likely to give rise to a claim hereunder, **the Insured** shall give immediate written notice thereof to **Us**. Immediate written notice must also be made to **Us** when a claim from an **Occurrence** is likely to exceed fifty (50%) percent of the total limits, before any potential recovery, provided by the **Underlying Insurance**. Follow instructions on the Commercial Property Insurance Policy Jacket (ICAT JACKET) included with this Policy.

12. Cancellation: This Policy may be cancelled by the first **Named Insured** by surrender thereof to **Us** or any of **Our** representatives or by mailing written notice to **Us** stating when such cancellation shall take effect. Return premium will then be calculated based on the provisions of the Underlying Insurance. .

If **We** cancel this Policy for reasons other than non-payment of premium, **We** shall mail written notice to the address of the first **Named Insured** stating when, not less than thirty (30) days thereafter, such cancellation shall take effect, unless state law requires that longer notice be provided, in which case **We** will provide such longer notice of cancellation.

If **We** cancel this Policy due to non-payment of premium, **We** shall mail written notice to the address of the first named **Insured** stating when, not less than ten (10) days thereafter, such cancellation shall take effect. Return premium will then be calculated on a pro-rata basis that is effective the date of cancellation (and subject to any minimum retained and/or earned premium requirements that accompany the Policy).

13. Concealment and Fraud: This Policy is void in any case of fraud by any **Insured** as it relates to this insurance at any time. It is also void if any **Insured**, at any time, intentionally conceals or misrepresents a material fact or circumstance concerning this insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MUTUAL APPRAISAL ENDORSEMENT

This endorsement replaces and supersedes any and all other provisions regarding appraisal, wherever found.

If we and you disagree on the value of the property or the amount of loss, either party may request, in writing, an appraisal of the value of the property and/or the amount of loss. An appraisal may then take place only if the other party agrees in writing to participate in the appraisal process pursuant to terms of a written agreement between the parties. At a minimum, the written agreement between the parties will specify a protocol for the selection of a disinterested, competent and impartial appraiser (who does not have a financial interest in the claim and/or appraisal award, including a contingent interest in the outcome of the claim or appraisal award), the inspection of the property by the appraisers, the selection of an umpire, communications between and among the appraisers and umpire, specific itemization of each item in dispute, and an award form. If the parties cannot agree on a written agreement specifying the protocol, an appraisal will not take place.

If appraisal moves forward, the two appraisers will select an umpire, who shall be competent, impartial, and disinterested. If the two appraisers cannot agree to an umpire within 15 days of either appraiser proposing one or more umpires, the two appraisers may jointly request that the selection of a competent and impartial umpire be made by a judge of a court in the county of the loss or damage. If either party to the appraisal, without notice to the other party, asks a judge to select an umpire, any such umpire selection shall be invalidated and the selection of a new umpire shall be required. If the appraisers do not agree to jointly request the appointment of an umpire, either we or you can unilaterally end the appraisal with written notice to the other. The appraisers will state separately the value of the property and amount of loss. Specific itemization of each item and amount in dispute is required, including, but not limited to, building-by-building, floor-by-floor, unit-by-unit, and area-by-area allocation, as applicable. If the appraisers fail to agree, they will submit their differences to the umpire. A decision in writing, agreed to and signed by any two of the appraisers and umpire, will be binding.

Each party will:

- a.** pay its chosen appraiser; and
- b.** bear the other expenses of the appraisal and the umpire's fee equally.

In connection with the appraisal proceeding, neither the appraisers nor the umpire shall have authority to decide questions of law, nor shall they attempt to resolve any issue of insurance coverage, policy exclusions, compliance with the policy terms and conditions, or any issues concerning the Limits of Insurance available under the Policy, and any such attempts to decide such questions or issues shall be of no force and effect.

At any time after the request for appraisal, we will retain our right to demand compliance with all applicable Duties in the Event of Loss as described in this Policy. We may require completion of any of the Duties in the Event of Loss, or any other policy condition, prior to continuance of the appraisal proceeding.

Where applicable, the parties agree that during the pendency of an appraisal all required responses and cures to any Civil Remedy Notices are extended until 30 days after the appraisal is concluded.

By voluntarily agreeing to the appraisal process, both parties acknowledge that there are irreconcilable differences that exist regarding the value of the property and/or the amount of loss. Since appraisal is voluntary, you are not required to submit to, or participate in, any appraisal of the loss as a precondition to an action against us.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COMMUNICABLE DISEASE

This endorsement modifies insurance provided under the following:
EXCESS FOLLOWING FORM POLICY (EXFF 100)

The following exclusion is added to Paragraph **G. Exclusions**:

G. Exclusions

Insurance provided under this Coverage Part does not apply to:

Communicable Disease

This Policy excludes loss or damage directly or indirectly caused by or resulting from the actual or alleged transmission of a communicable disease.

MINIMUM FEES ENDORSEMENT FORM 601

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

The following **Minimum Earned Fees Provision** is added to the Policy.

All fees shown in the Declarations, such as the Insurer Inspection Fee or Insurer Policy Fee, are fully earned and are not refundable to You if this policy is cancelled.

All other terms and conditions of this Policy remain.

TRIA COVERAGE DECLINATION

This Endorsement is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Program" as provided for and created by the "U.S. Terrorism Risk Insurance Act of 2002" as amended.

It is hereby noted that we have made available coverage for "insured losses" directly or indirectly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002" as amended ("TRIA") and you have declined or not confirmed to purchase this coverage.

This policy therefore affords no coverage for losses directly or indirectly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

The terms "act of terrorism" and "insured loss(es)" shall have the meanings as provided for in TRIA.

All other terms, conditions, insured coverage and exclusions of this policy, including applicable limits and deductibles, remain unchanged and apply in full force and effect to the coverage provided by this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM ENDORSEMENT

This endorsement modifies insurance provided under the following:
EXCESS FOLLOWING FORM POLICY (EXFF 100)

SCHEDULE

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

State(s)
California, Georgia, Hawaii, Illinois, Iowa, Maine, Missouri, New York, North Carolina, Oregon, Washington, West Virginia, and Wisconsin

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

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

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

B. The following exclusion is added:

CERTIFIED ACT OF TERRORISM EXCLUSION

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

C. Exception Covering Certain Fire Losses

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

If a “certified act of terrorism” results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to covered property covered by the **Underlying Insurance**.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

D. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Policy, such as losses excluded by the Nuclear, Biological, Chemical, and Radiological Hazards Exclusion or the War exclusion, and any other applicable exclusions.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT CLAUSE – FLORIDA

The Company hereby designates the Chief Financial Officer of the Florida Office Of Financial Regulation and his or her successors, as its true and lawful attorney upon whom may be served and lawful process in any action, suit proceeding instituted by you or on your behalf or by any beneficiary under this policy against the Company arising out of this policy, provided that all lawful process received by said Chief Financial Officer or his or her successors, is sent by certified or registered mail to the Company at:

Fortegra Specialty Insurance Company
Attn: Trenton Bavaro c/o Corporate Creations Network Inc.
801 US Highway 1
North Palm Beach, FL 33408

Service of process in any such action will also be valid if served upon any person in the State Of Florida who, on behalf of the Company, solicits insurance within the State of Florida; makes, issues or delivers insurance policies within the State of Florida; or collects or receives any premiums or other consideration for Company.

Service of process shall be deemed to be proper and lawful when in compliance with Florida Statutes, Surplus Lines Law Section 626.907.



IN WITNESS ENDORSEMENT

FORTEGRA SPECIALTY INSURANCE COMPANY

A Stock Company

10751 Deerwood Park Boulevard, Jacksonville, FL 32256

Toll Free: 800-888-2738]

ADMINISTRATIVE OFFICE: 10751 Deerwood Park Blvd., Suite 200
Jacksonville, FL 32256

It is hereby agreed and understood that the following In Witness Clause supersedes any and all other In Witness clauses in this policy.

All other provisions remain unchanged.

IN WITNESS WHEREOF, the Fortegra Specialty Insurance Company has caused this policy to be signed by its President and Secretary at Jacksonville, Florida, and countersigned on the declarations page by a duly authorized representative of the Company.

Secretary

President

Privacy Policy

You have a relationship with one or more of the following Fortegra Financial Corporation subsidiaries: *LOTSolutions, Bankers Life Insurance Company of Louisiana, Blue Ridge Indemnity Insurance Company, Insurance Company of the South, Life of the South Insurance Company, Lyndon Southern Insurance Company, Response Indemnity Company of California, Southern Financial Life Insurance Company and Fortegra Specialty Insurance Company (hereby referred to collectively as "Fortegra")*. The trust of our customers is our most valuable asset. In the course of providing products and services to you, we will obtain information about you. Your trust in providing this information is safeguarded in accordance with this Privacy Policy.

Our Privacy Policy generally describes how Fortegra obtains and discloses nonpublic information, provides examples of nonpublic information we may collect and lists the companies with which we may share this information. Nonpublic information may be collected from persons other than you and it may be disclosed to third parties without further authorization from you. The below examples are for illustrative purposes only and are not intended to be considered a complete description of all information we collect, maintain, or use in our sharing practices. You may have additional privacy protection under some State laws. We will comply with the applicable State and Federal laws regarding nonpublic information about you.

Information we may collect.

Customer Information. Customer information includes identifying information such as your name, address, telephone number, employer, social security number, income, age, and demographic data. It also includes information related to your transactions with Fortegra (i.e., claims history, premiums, and insurance coverage.)

Financial Information. Financial information is information covered by the Fair Credit Reporting Act and includes details related to your credit history, credit card usage, income assets, and loan records. It also includes information from consumer reporting agencies, public records, and data collection agencies.

Health Information. Health information includes medical history provided by doctors, health care providers, insurance companies, and you. Health information will be collected, as authorized by you or otherwise permitted by law, as we deem appropriate to determine eligibility for coverage, to process claims, and to prevent fraud.

What we do with the information we obtain.

The nonpublic information we may collect as described above may be disclosed, when permitted by law, in order to offer you products and services. Examples of disclosures permitted by law include those to organizations that provide claims administration, underwriting, audits, investigation and/or policyholder services. We may use affiliated and nonaffiliated parties to perform these services. If you wish for your personal information to not be shared with third parties, you must send written notice using www.fortegra.com/data-subject-access. Services also include protecting against fraud and companies who maintain software for us. We may also disclose information in response to requests from law enforcement authorities or State insurance authorities.

Independent Sales Agents and Agents in General.

Sales agents who represent us are independent, and your independent sales agent may gather and retain customer information, financial information, and/or health information about you. The use and protection of this information by your independent sales agent is your independent sales agent's responsibility, *not the responsibility of Fortegra Financial Corporation or its affiliated companies*. If you have questions about how your independent sales agent may use or disclose this information, please contact your independent sales agent.

Information regarding Former Customers.

We do not disclose nonpublic personal information about former customers except in accordance with this Privacy Policy.

You have a right of access and correction with respect to all personal information collected. All request for access or correction of personal information shall be submitted in writing using www.fortegra.com/data-subject-access. Fortegra Financial Corporation shall respond to requests within thirty (30) business days from the date of receipt. Such responses shall make the requested change to the personal information or provide notice and explanation as to why they personal information will not be changed.

Changes to our Privacy Policy

We reserve the right to modify, change or supplement this Privacy Policy at any time. If we make material changes to this policy, we will provide our customers with a revised notice that describes our new practices.

For additional details related to our Privacy Policy and your rights related to collection and disclosure of your nonpublic personal information, please visit: <https://www.fortegra.com/privacy-policy>.

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

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

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

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

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

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

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