



GATEWAY SPECIALTY
Insurance
a Berkshire Hathaway Company

GATEWAY SPECIALTY INSURANCE
1170 DEVON PARK DRIVE
WAYNE, PA 19087
Phone: (877) 977-4474
Fax: (610) 254-1855

To: Brown & Brown of Florida, Inc.

*** BINDER ***
02/13/2025

Attn:

Renewal Of: CAP1568362

From: Alyssa Zacckey
alyssa.zacckey@gatewayspecialty.com

Insured: HIGHLAND TOWERS, INC.

Mailing Address: 2921 S. OCEAN BLVD
HIGHLAND BEACH, FL 33487

Thank you for your order to bind. We appreciate your business! We have bound the below coverage. Policy to Follow Shortly

POLICY INFORMATION

COMMUNITY ASSOCIATION PRODUCT POLICY		
Policy Number:	CAP1568362A	
Policy Period:	02/15/2025 to 02/15/2026	
Carrier:	United States Liability Insurance Company	
Status:	Admitted	
A.M. Best Rating:	A++ (Superior) - XIV	
COVERAGE PART		PREMIUM
Directors And Officers Liability - D&O/EPL		\$1,703.00
Community Association Directors & Officers Liability Each Claim Limit	\$1,000,000	
Community Association Directors & Officers Liability In The Aggregate Limit	\$1,000,000	
Community Association Directors & Officers Liability Retention	\$2,500	
POLICY PREMIUM		\$1,703.00
ADDITIONAL COSTS		
FIGA Surcharge		\$17.03
TOTAL		\$1,720.03

APPLICABLE FORMS & ENDORSEMENTS

The following forms apply to the policy

CAP 08/15	Community Association Directors & Officers Liability Coverage Form	CAP FL 02/16	Florida State Amendatory Endorsement
CAP-201 08/15	Known Circumstances Exclusion Endorsement	CAP-235 08/15	Data Breach & Identity Theft Endorsement
CAP-238 08/17	Amend Definition of Organization	FL CAP SUPP 11/22	Community Association Supplemental Application Florida
Jacket FL 12/19	Policy Jacket	PL 1 PFAS 03/23	Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (Pfas)

Kinsale Insurance Company

A.M. Best Company Rating: A (Excellent)
Financial Size Category: XIII

Braishfield Associates, a division of Hull & Company, LLC

BINDER

RE: Highland Towers Inc
2921 S Ocean Boulevard
Highland Beach, FL 33487

Policy:0100172932-3
Date:02/13/2025
Renewal of Policy:0100172932-2

This binder contains an outline of coverage and does not include all the terms, conditions and exclusions of the policy that may be issued. The policy contains the full and complete agreement with regards to coverage. Please review this binder thoroughly and notify the Company immediately of any inaccuracies or discrepancies.

Company: Kinsale Insurance Company

Policy Term: 02/15/2025 - 02/15/2026

Coverage Form: Commercial General Liability - Occurrence

Retro Date: n/a

Description Of Operations: Condominium Association - Association Risk Only

Limits:

Each Occurrence Limit	\$1,000,000
Damages to Premises Rented to You Limit	\$100,000
Medical Expense Limit	\$5,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations Aggregate Limit	\$2,000,000

Deductible:

Per Claim	\$2,500
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** Deductibles apply to all coverages, damages, and expenses.

Sublimits:

Assault & Battery - Defense Within - GL	\$25K / \$50K
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Additional Coverages:

Active Assailant Coverage	\$100k/\$50k/\$25k/\$0 Ded.
Non-Owned Auto	\$1MM / \$1MM
Hired Auto	\$1MM / \$1MM

Hired Auto	\$250
Non-Owned Auto	\$250
Active Assailant Coverage	\$150

Premium (Minimum premium applies)	\$10,830
Company Fees	\$250
Total Due	\$11,080
Minimum Earned Premium	25.00%
Minimum Deposit Premium	100.00%

Company Fees are fully earned.

Premium is 100.00% minimum and deposit.

Minimum Premium applies.

Taxes, fees and surcharges are the responsibility of the broker.

If this binder indicates the policy is subject to audit, then the initial premium payable at inception is considered an estimated and deposit premium only; we may conduct a premium audit on or about the cancellation or expiration date of the policy to determine the actual earned premium based on the amount of risk exposure during the policy term. Any refusal or failure by you to maintain, provide records, or to allow us to conduct an audit of such records, will result in the application of the Audit Noncompliance Charge Factor (if listed on this binder), or our calculating a final audit premium based on information available to us.

Class Description and Rating Basis:

Class Description	Exposure Base	Exposure Units	Rate
Condominiums - residential - (association risk only)	per Unit	47	139.1064
Swimming Pools - Not Otherwise Classified	per Swimming Pool	1	983.0000

Locations

1. 2921 S Ocean Boulevard, Highland Beach, FL 33487

Condition Precedent:

This binder is conditioned on our receipt and approval of the materials listed below. We may rescind this binder if we do not receive, review and approve in writing these materials. Further, this binder is strictly conditioned upon there being no material change in the risk between the date of the binder and the effective date of the policy. If we determine that a material change has occurred, we may modify the terms of this binder, including rescinding it altogether.

1) 12/15/2019-12/15/2021 GL carrier loss runs valued no more than 60 days before the eff. date required. Additional adverse loss activity not currently reported to us may affect our pricing &/or acceptability of this risk.

Comments:

Exclusions and Endorsements:

CAS1000-0521 - Commercial General Liability Declarations

ADF9013-0524 - Notice - Where to Report a Claim

ADF4001-0110 - Schedule of Forms

ADF0001-0221 - Active Assailant Coverage Endorsement

CG0001-0413 - Commercial General Liability Coverage Form

ADF2000-0622 - Policy Amendment - Extrinsic Evidence
 CAS2004-0110 - Deductible Endorsement
 CAS2007-0222 - Common Conditions - Casualty
 CAS2010-0618 - Limit of Insurance - Non-Owned Auto Coverage
 CAS2011-0618 - Limit of Insurance - Hired Auto Coverage
 CAS2042-0418 - Limitation of Coverage A and Coverage C to Designated Location(s) or Project(s) or Event(s)
 CAS2044-0220 - Limitation of Coverage B to Designated Location(s) or Project(s) or Event(s)
 ADF4002-0824 - Basis of Premium
 CAS4018-1121 - Additional Policy Provisions - Premium
 CAS4029-0721 - Amendment - Conditions - Premium Audit
 CAS4083-0322 - Amended Limit Of Insurance - Assault, Battery, Abuse, Or Molestation - Supplementary Payments Within Sublimits
 ADF3003-0922 - Exclusion - Absolute Pollution and Pollution Related Liability
 ADF3010-0110 - Exclusion- Nuclear, Biological or Chemical Materials
 ADF3011-0115 - Exclusion of Other Acts of Terrorism Committed Outside the United States; Exclusion of Punitive Damages Related to a Certified Act of Terrorism; Cap on Losses from Certified Acts of Terrorism
 ADF3017-0622 - Exclusion - Biometric Information Privacy Laws
 CAS3009-0110 - Exclusion-Medical Payments
 CAS3011-0220 - Exclusion - New Entities (Commercial General Liability)
 CAS3017-0110 - Exclusion- Absolute Auto, Aircraft and Watercraft
 CAS3019-0320 - Exclusion - Liquor Liability
 CAS3040-0222 - Amended Exclusion - Employer's Liability
 CAS3043-0621 - Additional Policy Exclusions
 CAS3058-0110 - Exclusion- Diving Boards, Platforms, Slides- Premises
 CAS3060-1120 - Exclusion - Injury to Independent Contractors
 CAS3069-0110 - Exclusion- Construction Activities
 CAS3086-1121 - Exclusion - Water Related Bodily Injury and Property Damage
 CAS3098-1120 - Exclusion - Named Insured vs. Named Insured
 CAS3103-0718 - Exclusions - Eviction and Failure to Maintain
 CAS3108-0420 - Amended Exclusion - Recording and Distribution of Material or Information- General Liability
 CAS3111-1121 - Absolute Exclusion - Firearms
 CAS3124-0616 - Exclusion - Violation of Statutes That Govern E-Mails, Fax, Phone Calls or Other Methods of Sending Material or Information
 CAS3125-0623 - Exclusion - Fire or Fire-Related Injury or Damage
 CAS3134-0321 - Exclusion - Motorized Vehicles - Hired Or Non-Owned Auto Exception
 CAS3140-0524 - Exclusion - Pathogen and Related Hazards
 CAS3145-0424 - Exclusion - Cancer
 CAS3199-0324 - Absolute Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)
 CAS5016-0420 - Additional Insured As Required By Written Contract - Mortgagee, Assignee, or Receiver
 CAS5017-0420 - Additional Insured As Required By Written Contract - Managers or Lessors of Premises
 CAS5018-0420 - Additional Insured- State or Governmental Agency or Subdivision or Political Subdivision Permits - Blanket
 ADF9010-0321 - Notice of Terrorism Insurance Coverage
 IL0021-0908 - Nuclear Energy Liability Exclusion Endorsement (Broad Form)
 IL0985-1220 - Disclosure Pursuant to Terrorism Risk Insurance Act
 ADF9023-0812 - Florida Changes - Cancellation and Non-Renewal
 ADF9004-0110 - Signature Endorsement
 ADF9009-0110 - U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders



Up + Running

Equipment Breakdown Insurance Binder

		Policy Number	US00138357PR25A
Company	Amwins Insurance Brokerage	Company	AXA XL, A Division of AXA

Named Insured and Mailing Address	Producer	Company
Highland Towers, Inc 2921 S Ocean Blvd Highland Beach, FL 33487	Amwins Insurance Brokerage 3630 Peachtree Road NE, Suite 1600 Atlanta, GA 30326	XL Insurance America, Inc. 111 S. Wacker Drive, Suite 4000 Chicago, IL 60606

Policy Term

Effective Date February 15, 2025 Expiration Date February 15, 2026

12:01 AM standard time at your mailing address shown above

Coverage Description and Form

Coverage provided is Equipment Breakdown including jurisdictional inspections. The coverage form is PEB 050 0612.

Basis of Proposal

Building + Contents Value:	\$15,229,122	The following outlines coverages provided, limits of insurance and other terms and conditions provided within this proposal. All quotes are valid for thirty (30) days from the date of the quotation. AXA XL reserves the right to amend/retract terms if there are material changes prior to inception.
Business Income Value:	\$0	
Inventory/Stock Value:	\$0	
Total Insured Values:	\$15,229,122	
Occupancy Description:	Condominium	

Covered Premises

Per statement of values submitted on the following date, on file with the Company: October 22, 2024

Premium and Applicable Surcharges

Component Description	Quote #1	Quote #2
Premium	\$3,395.00	
Total Surcharges	\$34.00	
Total Premium (including surcharges)	\$3,429.00	

Coverages Provided and Coverage Extensions

Policy Limit	\$15,229,122
Property Damage	included
Business Income and Extra Expense	included
Extended Period of Restoration	5 days
Contingent Business Income and Extra Expense	no coverage provided
Utility Interruption	no coverage provided
Accounts Receivable	\$100,000
Brands and Labels	\$100,000
Civil Authority	no coverage provided
Claims Preparation Costs	\$5,000
Data Restoration	\$100,000
Deductible Waiver	applicable
Errors and Omissions	\$100,000
Expediting Expenses	\$100,000
Fungus and Related Perils - Property Damage	\$15,000
Fungus and Related Perils - Loss of Earnings	30 days
Green Environmental and Efficiency Improvements	\$50,000
Ingress/Egress	no coverage provided
Newly Acquired Premises	90 days, limited to \$500,000
Off Premises Property Damage	\$50,000
Ordinance or Law	\$250,000
Perishable Goods	\$100,000
Pollutants and/or Hazardous Materials	\$100,000
Reduction in Value	\$100,000
Solidification	no coverage provided
System Installation and Soft Costs	\$100,000
Unnamed Locations	no coverage provided
Water Damage	\$100,000

Deductibles

Property Damage	\$10,000 except \$40 per HP/\$10,000 minimum on all ba
Business Income and Extra Expense	24 hours
Perishable Goods	included within property damage deductible
Contingent Business Income and Extra Expense	no coverage provided

Utility Interruption Waiting Periods

Time Element Coverages	no coverage provided
Perishable Goods Coverage	0 hours

Conditions and Optional Coverages

Business Income Report Date	no coverage provided
Business Income Annual Value	no coverage provided
Business Income Coinsurance Percentage	no coverage provided
Contingent Business Income	no coverage provided

Special Provisions

- Cyber Incident Exclusion (PEB 602 1222)
- Loss adjuster assigned IXI 403 01 10

Risk Engineering and Claims

- Jurisdictional Inspection Service for boilers and pressure vessels is included within this coverage proposal. These inspections help insureds prevent loss and ensure local inspection requirements are being met. Inspectors are located throughout the United States providing service in a timely manner. To request an inspection, contact our Equipment Breakdown Service Center at (844)952-4677 or ebservicecenter@axaxl.com.
- Claims Handling Services. AXA XL has built a reputation for resolving Equipment Breakdown claims efficiently and fairly. To deliver our world class service and respond to our client's business needs in a timely manner, our claims specialists are accessible 24 hours a day, 7 days a week. Claims may be reported via phone at (800)688-1840 or via email at: napropcasclaimnewnotices@axaxl.com

Territory

This policy(ies) will not apply to any risk which would be in violation of economic or trade sanctions administered by the United States Treasury, State, and Commerce Departments (e.g. the economic and trade sanctions administered by the United States Treasury Office of Foreign Assets Control – OFAC). Refer to Territory Section of Policy for coverage details. Countries or organizations with OFAC restrictions include but are not limited to the following: Balkans, Burma, Cuba, Iran, Iraq, Libya, Liberia, North Korea, Sierra Leone, Sudan, and Taliban. Please note that this list is subject to change. Up to date information is available on U.S. OFAC home page (<http://www.treas.gov/ofac>).

Terrorism Risk Insurance Act Disclosure

Applicable Premium

The portion of your annual premium that is associated with coverage for acts of terrorism is \$0, and does not include any charges for the portion of losses covered by the United States government under the Act.

Informational Notice

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As defined in Section 102(1) of the Act: The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.


You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the federal government under the act.

You should also know that the terrorism risk insurance act, as amended, contains a \$100 billion cap that limits U.S. government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.



RLI Underwriting Services, Inc.
California License # 0366921
3655 North Point Parkway | Suite 400
Alpharetta, GA 30005
Phone: 770-754-0100 | Fax: 770-754-0111
www.rlicorp.com

Amwins Insurance Brokerage LLC
3630 Peachtree Rd NE Ste 1700
Atlanta, GA 30326

Surplus Lines Agent's Name: <u>Tomas Tio</u>		
Surplus Lines Agent's Address: <u>3630 Peachtree Road NE St. 1700</u> <u>Atlanta, GA 30326</u>		
Surplus Lines Agent's License #: <u>E042340</u>		
Producing Agent's Name: <u>Dylan Hogan</u>		
Producing Agent's Address: <u>1661 Worthington Rd, Suite 175</u> <u>West Palm Beach, FL 33409</u>		
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.		
Premium: <u>\$74,186.00</u>	Tax: <u>\$3,733.95</u>	Service Fee: <u>\$45.35</u>
EMPA Surcharge: <u>\$4.00</u>	Broker Fee: <u>\$500.00</u>	
Inspection Fee: <u>\$400.00</u>	Policy Fee: <u>\$500.00</u>	
Surplus Lines Agent's Countersignature: <u></u>		

Re: Highland Towers Inc

Thank you for the binder request on the above. Coverage has been bound for property as follows:

Participating Insurers:

Mt. Hawley Insurance Company, A+ Non-Admitted	75%
Renaissance Re Syndicate 1458 at Lloyd's	25%

The insurance afforded by this policy is provided by separate insurers, hereinafter referred to as "the Company." The liability of these insurers is several and not joint and is specifically set out above.

Policy: MPC0608657 Effective Date: 2/15/2025 Expiration Date: 2/15/2026

Premium: \$74,186

PCA Fee: \$500 Inspection Fee: \$400

Minimum Earned Premium:

35.00%;
100.00% if effective for 50 or more days during period May 15 through November 30

Limit(s):

\$5,000,000 maximum per occurrence for all coverages combined not to exceed declared values as per schedule on file received 11/17/2024.

Coverage(s):

Building; Pools; Miscellaneous Property; Business Personal Property
\$100,000 sublimit for Ordinance or Law Coverage Combined Limit (A,B&C)
\$50,000 sublimit for Sewer Backup and Drains
\$100,000 sublimit for Wind Driven Rain

Peril(s):

Special excluding Flood and Earthquake

Location(s):

Per Schedule of Locations received 11/17/2024

Declared Values:

Building \$14,981,074
Miscellaneous Property \$102,144
Business Personal Property \$50,000
Pools \$95,904

With a Total Declared Value of \$15,229,122

Deductible(s):

\$10,000 Per Occurrence for All Covered Perils, except:

5.00% of the Total Insurable Values Per Location (including time element if applicable) at the time of loss or damage subject to a minimum of \$100,000 Per Occurrence for Named Storm

\$25,000 Per Occurrence for Water Damage

\$100,000 Per Occurrence for Windstorm or Hail

Valuation:

Physical Damage at Replacement Cost

Coinsurance:

N/A for Physical Damage

Policy Form(s) and Endorsements:

Company forms and ISO Special coverage policy forms and endorsements including, but not limited to, the following:

Actual Cash Value (ACV) Definition

Amended Limitations

Appraisal

Asbestos Exclusion

Assignment of Claim Benefits

Communicable Disease Exclusion

Cyber and Data Endorsement

Definition of Occurrence

Exclusion of Cosmetic Damage to Roof Surfacing

Legal Action Conditions Endorsement

Limited Valuation of Roof Surface

Nuclear, Biological, Chemical or Radioactive Exclusion

Pre-Existing Damage Exclusion

Sanction Limitation and Exclusion Clause

Service of Suit Clause (U.S.A)

Several Liability Clause

Terrorism Exclusion

Total Pollution Exclusion

Water Exclusion Endorsement

Windstorm or Hail Loss Reporting Limitation Addendum

Service of Suit RIL 099

Minimum Earned Premium Endorsement CPR 2274 (35% Section 1 / 100% Section 2)

Non-Payment of Premium CPR 2276

Fully Earned Premium For Actual Total Loss Or Constructive Total Loss CPR-2326 (07/22)

Named Storm Definition CPR 2291

Limited Valuation of Roof Surfaces CPR 2331 (Roofs over 15 years old)

Protective Safeguard Endorsement:

"P-2" Automatic Fire Alarm Device

Special Condition(s):

RCV does not apply to Roof Surface unless proven less than 15 Years old at time of loss.

45 Day Notice of Cancellation for Florida, except
10 Days for non-payment of premium.

Acceptable engineering including housekeeping, maintenance and all hazards properly controlled.

Acceptable financial information.

Named Storm and/or Windstorm or Hail does not include coverage for Storm Surge or Wave Action

This quotation is suspended when a Tropical Depression, Tropical Storm, or Hurricane, with a potential projected path that may impact any locations for which insurance is being requested, is within 500 miles of the United States and/or its territories and possessions.

This quotation is void if insured is in receivership, foreclosure and/or bankruptcy, or in the process thereof.

Replacement Cost coverage (if applicable to the building or structure) does not apply to any "Roof Surface" unless you prove that the age of the "Roof Surface" is less than 15 years old at the time of the loss or damage by providing documentation.

Designated Adjuster:

Boris Loncarevic

Sedgwick

120 Broadway, Suite #900

New York, NY 10271

Representation(s):

It has been represented to us that:

There is acceptable engineering, including housekeeping, maintenance, and all hazards are properly controlled.

There is acceptable financial information.

These representations are material and are relied upon by us in our underwriting determinations. Any inaccuracy in this information may constitute misrepresentation.

Requirement(s) After Binding Coverage:

Additional interest information is due within five business days of the policy effective date. If not received, policy will be prepared per available information on file. Changes received after this will be processed as an endorsement and may be subject to Mt. Hawley's review and approval.

Signed "Selection or Rejection of Terrorism" form within 5 days of binding.

Subject to confirmation as of the bind date of no recent loss or damage.

Receipt of contact information for representative at each scheduled location for inspection purposes (name, phone number, email) within 5 days of binding.

Binding Notes:

This has been bound on behalf of non-admitted carriers and you are responsible for the payment of all taxes and fees and the filing of all required documents in connection with this insurance placement. In order for this policy to be issued, you must also provide us the home state in which the first named insured maintains its principal place of business or, if applicable, principal residence, if different than the state indicated in the first named insured's mailing address within 5 days.

Please note that mid term change requests must be confirmed and agreed to by the underwriter.

Any agreed changes are underwritten individually and are not necessarily bound by an 'account rate'.



Ventus Risk Management Inc.
(as agent for the carriers scheduled within)
PO Box 25004
Columbia, SC 29224

Binder - Commercial Property Coverage

To

Amwins Insurance Brokerage, LLC
3630 Peachtree Road NE, Suite 1700
Atlanta, GA 30326

Licensed Broker

Tomas Tio
License Number: E042340

Named Insured: Highland Towers, Inc
2921 S. Ocean Blvd.
Highland Beach, FL 33487

Policy Number: VETEF09824250

Renewal of Policy: VETEF09824240

Policy Period: February 15, 2025 to February 15, 2026 (12:01 AM at insured's mailing address)

We are pleased to offer the following binder. Please review this binder carefully to make certain all of the terms and conditions presented are in accordance with your request to bind.

Please note that all binding authority remains with Ventus Risk Management, Inc.

Summary of Premium and Fees

Commercial Property	\$100,000
Equipment Breakdown	Excluded
Terrorism	Excluded
Total Premium	\$100,000
Inspection Fees	0
Modeling Fees	350
Total Premium and Fees	\$100,350

The premium shown above does not include surplus lines tax, surplus lines stamping fees or state assessments. The policy is subject to a minimum earned premium. Inspection fees and policy fees are fully earned at policy inception.

Policy Number: VETEF09824250

Carriers	Coverage is provided by the following carriers, with the respective shares as shown:		
	Carrier Name	AM Best Rating	Percentage
	Arch Specialty Insurance Company	A+ (Superior)	67.60%
	Underwriters at Lloyd's:		
	RNR 1458, UMR B087525V03Y1003	A (Excellent)	20.00%
	AAL 2012, UMR B087525V03Y1014	A (Excellent)	9.92%
	ASL 1955, UMR B087525V03Y1014	A (Excellent)	2.48%
Coverage Form	Following Form Excess		
Lead Carrier and Policy Number	TBD Policy #: TBD		
Property Insured	As per the Primary Policy		
Covered Perils	As per the primary policy and subject to all exclusions and limitations in the primary, but excluding Earthquake, Flood, Sinkhole & Equipment Breakdown.		
Deductibles	As per the primary policy.		
TIV	The Total Insured Values for the policy, as per the SOV provided and on file with Ventus Risk Management, consist of the following:		
	Building	14,981,074	
	Appurtenant Structures	198,048	
	Contents	50,000	
	Business Interruption	0	
	Total	\$15,229,122	
Limits of Liability	\$10,229,122 excess of \$5,000,000		
Earthquake	Excluded		
Flood	Excluded		
Minimum Earned Premium	20%, subject to increase if the policy is in force at any time during the wind season, as detailed in VT01291119.		

Surplus Lines Agent's Name: Tomas Tio
Surplus Lines Agent's Address: 3630 Peachtree Road NE St. 1700
Atlanta, GA 30326
Surplus Lines Agent's License #: E042340
Producing Agent's Name: Dylan Hogan
Producing Agent's Address: 1661 Worthington Rd Suite 175
West Palm Beach, FL 33409

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.

Premium: \$100,000.00 Tax: \$4,981.99 Service Fee: \$60.51
EMPA Surcharge: \$4.00 Broker Fee: \$500.00
Inspection Fee: \$0.00 Policy Fee: \$350.00

Surplus Lines Agent's Countersignature: 

Policy Number: VETEF09824250

Policy Conditions

Description	Applicable Buildings (Location # - Building #)
Roof surface has been completely replaced within the past 15 years.	All
The entire electrical system is protected by functioning circuit breakers (no fuses are present).	All
All plumbing throughout the entire building consists of copper, PVC or CVPC pipes.	All
There are no Exterior Insulation Finishing System (EIFS) or Dryvit construction elements present on any building, unless for decorative purposes only.	All
No new business or increased coverage on in-force business will be bound during issued Moratorium.	All
New Location(s) added to this Policy may be subject to separate rating and/or may require higher deductibles.	All
Ventus reserves the right to modify the final terms and conditions should any material change in risk be discovered after quoting.	All

REPRESENTATIONS AND WARRANTIES

By submitting a request to bind coverage, the insured represented and warranted the following:

- a. All information provided to us is accurate and fully represents the condition of the property to be insured, and the exposures to be covered, by the requested insurance policy. No material facts have been omitted or misstated.
- b. All insurance claims, and circumstances that could give rise to an insurance claim, that have occurred in the past three years have been fully disclosed.
- c. Any damage to property that was the subject of any previous insurance claim(s) has been fully repaired prior to the inception date of the insurance policy being requested, or the extent of the damage and the status of the repair has been fully disclosed to us prior to submitting the request to bind.
- d. At the time the request to bind has been submitted to us, the insured property is free of any known damage, deficiency or state of repair that can reasonably be expected to give rise to an insurance claim, unless such damage, deficiency or state of repair has been disclosed to us.
- e. No structural issues related to the property to be insured have been identified, reported or communicated to you by any structural engineers, surveyors, inspectors or contractors, either verbally or in written engineering reports, surveys or inspections. Failure to disclose structural issues known to you, or failure to provide any reports identifying structural issues to us upon request, shall void this insurance policy.
- f. Any property currently undergoing construction, renovation or repair at the time the request to bind is submitted has been disclosed to us. All future renovations will be disclosed to us prior to commencement of construction work. We reserve the right to amend policy terms and conditions should the nature and scope of the construction warrant such changes.
- g. Any information regarding roof age or year of roof replacement that is provided to us in the insurance application, insurance submission or Statement of Values accurately reflects the date the building was constructed and/or the date that the entire roof surface was replaced.

Regulatory Notice

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 Number: VETEF09824250

APPLICABLE COVERAGE FORMS

The following ISO and Ventus forms will be used for this policy.

<u>Form #</u>	<u>Form Description</u>
VT009 0118	SCHEDULE OF SUBSCRIBING CARRIERS
VTCW06 0717	FOLLOW THE LEADER CLAUSE
VTCW07 0220	SEVERAL LIABILITY CLAUSE
VT0153 0116	SCHEDULE OF PRIMARY, UNDERLYING AND EXCESS INSURANCE
VT0104 0521	FOLLOWING FORM EXCESS POLICY
VT0200 0521	OCCURRENCE LIMIT OF INSURANCE ENDORSEMENT
VT0214 0521	COMMERCIAL PROPERTY CONDITIONS
VT0119 0116	COMMON POLICY CONDITIONS
VT0142 0116	TOTAL LOSS ENDORSEMENT
CP0125 0212	FLORIDA CHANGES
VT0310 0821	APPRAISAL PROCESS ENDORSEMENT
VT0129 1119	MINIMUM PREMIUM ENDORSEMENT
VT0135 0116	PRIOR LOSS EXCLUSION ENDORSEMENT
VT0113 0116	ASBESTOS AND TOXIC MATERIALS EXCLUSION
VT2121 0521	EIFS EXCLUSION ENDORSEMENT
VT0240 1220	PATHOGEN EXCLUSION
VT0143 0116	TOXIC DRYWALL EXCLUSION
VT0108 0521	ABSOLUTE POLLUTION EXCLUSION
VT0206 0618	EXCLUSION OF MALICIOUS USE OF NUCLEAR, BIOLOGICAL OR CHEMICAL WEAPONS
VT0246 0807	EXCLUSION OF NUCLEAR REACTION, RADIATION, OR RADIOACTIVE CONTAMINATION
VT0244 0423	GEOMAGNETIC STORM EXCLUSION
VT0216 1219	PROPERTY CYBER AND ELECTRONIC DATA EXCLUSION
VTCW01 0617	NOTICE TO POLICYHOLDERS - FRAUD NOTICE
VTCW02 1015	NOTICE TO POLICYHOLDERS - PRIVACY POLICY
VTPN002 0717	COMPLAINT NOTICE
VTPN001 0721	CLAIMS REPORTING FORM
00ML000300 0412	NOTICE TO POLICYHOLDERS - SERVICE OF SUIT
LMA5020	SERVICE OF SUIT CLAUSE
VT0243 0423	CHOICE OF LAW ENDORSEMENT
VTCW05 1220	NOTICE TO POLICYHOLDERS - OFAC
LMA3100	SANCTION LIMITATION AND EXCLUSION CLAUSE
00EXP012500 0606	TOTAL TERRORISM EXCLUSION

Draft Policy

A draft policy has been prepared containing all applicable policy forms at the time of generation of this quote. It can be downloaded here:

Link: <https://storage.ventusrisk.com/6giaysp8EJgUFHNtGDP6u3>
PIN: **7YJAWM**

Note that the policy at the link above is only a draft. Terms are subject to change between now and policy issuance.

SCHEDULE AEGIS DEDUCTIBLE BUY DOWN POLICY

THE INSURED IS REQUESTED TO READ THE ENTIRE POLICY CAREFULLY AND INFORM THE INSURANCE BROKER NAMED BELOW IMMEDIATELY IF IT IS NOT CORRECT

Words and phrases which appear in this **Policy** in bold type have the special meanings specified in the Definitions section of this **Policy**.

Unless the context requires otherwise, words denoting the singular shall include the plural and vice versa.

The titles of paragraphs, sections, provisions, or **Endorsements** of or to this **Policy** are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of this **Policy**.

POLICY NUMBER: MCD-250060
42-PDM-250060-01

- 1 **Name of the Insured:** Highland Towers, Inc
and as stated or defined in the Policy/ies of the Overlying Insurers.
2. **Address of the Insured:** 2921 S. Ocean Blvd
Highland Beach, FL 33487
3. **Policy Period:** From: 02/15/2025 to 02/15/2026 both days at the time as stated in the Policy/ies of the Overlying Insurers.
4. **Perils Insured:** Named Storm Only (Excluding Storm Surge)
5. **The Property or Interest:** Real Property; Business Personal Property;
Insured: and as further defined in the 'Overlying Carrier Policy'
6. **The Property is located or contained at:** Per Schedule of Values on file with the Company
7. **Limit of this Policy:** This **Policy** shall pay the difference between the Deductible of the Policy/ies of the Overlying Insurers as stated below, and the **Insured's Retention** set forth below, subject always to the Maximum Amount Payable.


For any **Insured** resident in California, then the following nominee for Service of Suit is applicable:

Foley & Lardner LLP
555 California Street,
Suite 1700,
San Francisco,
California 94104-1520
U.S.A.

The following nominee for Service of Suit is applicable for National Fire & Marine Insurance Company

Counsel, Legal Department
National Fire & Marine Insurance Company
1314 Douglas Street, Suite 1400
Omaha, NE 68102-1944

16. Time Element Coverage: Not Included
(Section VI of this **Policy**)

Surplus Lines Agent's Name: <u>Tomas Tio</u>		
Surplus Lines Agent's Address: <u>3630 Peachtree Road NE St. 1700</u>		
<u>Atlanta, GA 30326</u>		
Surplus Lines Agent's License #: <u>E042340</u>		
Producing Agent's Name: <u>Dylan Hogan</u>		
Producing Agent's Address: <u>1661 Worthington Rd, Ste 175</u>		
<u>West Palm Beach, FL 33409</u>		
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.		
Premium: <u>\$20,864.00</u>	Tax: <u>\$1,080.08</u>	Service Fee: <u>\$13.12</u>
EMPA Surcharge: <u>\$0.00</u>	Broker Fee: <u>\$500.00</u>	
Inspection Fee: <u>\$0.00</u>	Policy Fee: <u>\$500.00</u>	
Surplus Lines Agent's Countersignature: <u></u>		

Kinsale Insurance Company

A.M. Best Company Rating: A (Excellent)
Financial Size Category: XIII

Braishfield Associates, a division of Hull & Company, LLC

BINDER

RE: Highland Towers Inc
2921 S Ocean Blvd
Highland Beach, FL 33487

Policy:0100257587-2
Date:02/19/2025
Renewal of Policy:0100257587-1

This binder contains an outline of coverage and does not include all the terms, conditions and exclusions of the policy that may be issued. The policy contains the full and complete agreement with regards to coverage. Please review this binder thoroughly and notify the Company immediately of any inaccuracies or discrepancies.

Company: KINSALE INSURANCE COMPANY

Policy Term: 02/15/2025 - 02/15/2026

Retro Date: N/A

Limits of Liability:

\$5,000,000 Each Occurrence
\$5,000,000 Annual Aggregate

Business Description:

Condominium Association - Association Risk Only

Schedule of Underlying Insurance:

General Liability

Carrier:	Kinsale Insurance Company	Each Occurrence	\$1,000,000
Policy Term:	02/15/2025 - 02/15/2026	General Aggregate	\$2,000,000
Coverage Form:	Occurrence	Products / Completed Operations	\$2,000,000
		Personal and Advertising Injury Limit	\$1,000,000

Locations

1. 2921 S Ocean Blvd, Boca Raton, FL 33487

Premium:	\$10,400	Minimum Earned Premium:	25.00%
Terrorism Premium	rejected		
Total Premium:	\$10,400		
Company Fees:	\$250		
Total Amount Due:	\$10,650		

Premium is 100.00% minimum and deposit.
Company Fees, if applicable, are fully earned.
Taxes, fees and surcharges are the responsibility of the broker

If this binder indicates the policy is subject to audit, then the initial premium payable at inception is considered an estimated and deposit premium only; we may conduct a premium audit on or about the cancellation or expiration date of the policy to determine the actual earned premium based on the amount of risk exposure during the policy term. Any refusal or failure by you to maintain, provide records, or to allow us to conduct an audit of such records, will result in the application of the Audit Noncompliance Charge Factor (if listed on this binder), or our calculating a final audit premium based on information available to us.

This binder is in effect until it is replaced by a policy issued by the Company or it is cancelled in accordance with the policy conditions.
FLAT CANCELLATION OF THIS BINDER IS NOT PERMITTED.

Contingencies:

This binder is conditioned on our receipt and approval of the materials listed below. We may rescind this binder if we do not receive, review and approve in writing these materials. Further, this binder is strictly conditioned upon there being no material change in the risk between the date of the binder and the effective date of the policy. If we determine that a material change has occurred, we may modify the terms of this binder, including rescinding it altogether.

1) 19-21 years of General Liability loss runs required, valued within 60 days of inception, prior to binding. Adverse loss activity, including increases in prior loss reserves/payments, may affect pricing, terms, and/or acceptability of this risk.

If the Underlying General Liability Carrier is listed as TBD, this risk is being quoted before receiving the current inforce General Liability information which will be required prior to binding. Requirements of the underlying quote are:

- Acceptably rated carrier (minimum A.M. Best rating of B+ VII, no captives or risk retention groups)
- Acceptable primary limits. All risks require a minimum of \$1,000,000 occurrence limit and a \$2,000,000 aggregate. Many risks also require a \$2,000,000 products/completed operations limit.
- If this quote is claims made, we may not be willing to consider this risk on an occurrence form. Please ask your underwriter if you have coverage form questions.

Please forward the underlying General Liability quote as soon as it is available. Upon receipt of underlying terms, the underwriter will review to see if any changes will be made to excess pricing and terms and then provide you with an updated quote.

Comments:

****The Excess policy is AUDITABLE if ANY of the following forms are on the quote/binder/policy:**

CAX2001 Conditions - Premium Audit

CAX2029 Amendment - Conditions - Premium Audit (Including Noncompliance Conditions) - 25% Charge Factor

CAX2030 Amendment - Conditions - Premium Audit (Including Noncompliance Conditions) - 100% Charge Factor

CAX2031 Amendment - Conditions - Premium Audit (Including Noncompliance Conditions) - Scheduled

Exclusions and Endorsements:

CAX1000-0521 - Commercial Excess Liability Declarations

ADF9013-0524 - Notice - Where to Report a Claim
ADF4001-0110 - Schedule of Forms
CAX1001-0224 - Schedule of Underlying Insurance
CAX0001-0817 - Commercial Excess Liability Policy
ADF2000-0622 - Policy Amendment - Extrinsic Evidence
CAX2005-0418 - General Liability - Limitation of Coverage to Designated Location or Project or Event
CAX4008-0822 - Additional Policy Provisions - Premium - Fully Earned Policy
CAX4014-1211 - Non-Drop Down Provision
ADF3002-0110 - Exclusion - Terrorism
ADF3003-0922 - Exclusion - Absolute Pollution and Pollution Related Liability
ADF3012-0910 - Exclusion - Infestation
ADF3017-0622 - Exclusion - Biometric Information Privacy Laws
CAX3001-0110 - Exclusion- Diving Boards, Platforms, Slides- Premises
CAX3008-0110 - Exclusion- Subsidence
CAX3019-0110 - Exclusion- Named Insured vs. Named Insured
CAX3032-0110 - Exclusion- Injury to Independent Contractors
CAX3035-0820 - Exclusion- Animals
CAX3037-0911 - Exclusion- Liquor Liability
CAX3045-0110 - Exclusion- Punitive Damages
CAX3066-0321 - Absolute Exclusion - Motorized Vehicles
CAX3068-0713 - Exclusion - Personal and Advertising Injury Liability
CAX3072-0814 - Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability
CAX3077-0523 - Exclusion - Water Hazard
CAX3084-0718 - Exclusions - Eviction and Failure to Maintain
CAX3088-0623 - Exclusion - Fire or Fire-Related Injury or Damage
CAX3095-0518 - Exclusion- Construction Activities
CAX3107-0524 - Exclusion - Pathogen and Related Hazards
CAX3113-0519 - Exclusion - Cancer
CAX3115-0623 - Exclusion - Interior Building Collapse
CAX3151-0523 - Exclusion - Staircase Or Stairwell Injury
CAX3155-0623 - Exclusion - Balcony, Terrace, Deck, or Elevated Walkway Injury
CAX3162-1121 - Absolute Exclusion - Firearms
CAX3167-0122 - Exclusion - Water-Related Bodily Injury And Property Damage
CAX3173-0122 - Exclusion - Crowd Control
CAX3177-0324 - Absolute Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)
CAX3178-0322 - Exclusion - Assault, Battery, Abuse, Or Molestation
ADF9023-0812 - Florida Changes - Cancellation and Non-Renewal
ADF9004-0110 - Signature Endorsement
ADF9009-0110 - U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders
CAX3207-0324 - Exclusion - Opioids and Narcotics

SCHEDULE AEGIS DEDUCTIBLE BUY DOWN POLICY

THE INSURED IS REQUESTED TO READ THE ENTIRE POLICY CAREFULLY AND INFORM THE INSURANCE BROKER NAMED BELOW IMMEDIATELY IF IT IS NOT CORRECT

Words and phrases which appear in this **Policy** in bold type have the special meanings specified in the Definitions section of this **Policy**.

Unless the context requires otherwise, words denoting the singular shall include the plural and vice versa.

The titles of paragraphs, sections, provisions, or **Endorsements** of or to this **Policy** are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of this **Policy**.

POLICY NUMBER: MCD-250060
42-PDM-250060-01

- 1 **Name of the Insured:** Highland Towers, Inc
and as stated or defined in the Policy/ies of the Overlying Insurers.
2. **Address of the Insured:** 2921 S. Ocean Blvd
Highland Beach, FL 33487
3. **Policy Period:** From: 02/15/2025 to 02/15/2026 both days at the time as stated in the Policy/ies of the Overlying Insurers.
4. **Perils Insured:** Named Storm Only (Excluding Storm Surge)
5. **The Property or Interest:** Real Property; Business Personal Property;
Insured: and as further defined in the 'Overlying Carrier Policy'
6. **The Property is located or contained at:** Per Schedule of Values on file with the Company
7. **Limit of this Policy:** This **Policy** shall pay the difference between the Deductible of the Policy/ies of the Overlying Insurers as stated below, and the **Insured's Retention** set forth below, subject always to the Maximum Amount Payable.

- | | |
|---|---|
| 8. Overlying Policy Details: | Mt. Hawley Insurance Company/ Certain Underwriters at Lloyd's |
| (a) Insurer(s): | |
| (b) Policy Number(s): | MPC0608657 |
| (c) Deductible(s) for the Perils Insured by this Policy: | 5% per location subject to a minimum of \$100,000 per occurrence |
| 9. Insured's Retention: | 3% per Occurrence subject to a minimum as stated in the overlying policy |
| 10. Maximum Amount Payable: under this Policy: | The difference between 5% and 3% per Occurrence subject to a maximum of \$304,582 per Occurrence |
| 11. Nominee for Notice of Claim: | Peninsula Insurance Bureau
2842 Lent Road
Apopka, FL 32712
tpa@pibadjusters.com |
| 12. Name and address of the Insurance Broker: | AIB
3630 Peachtree Rd. NE
Suite 1700
Atlanta, GA 30326 |
| 13. Premium: | \$20,864+\$500 (Amwins Cat Modeling Fee) = \$21,364
100% Minimum Earned Premium is deemed earned at the Inception Date of this Policy . |
| 14. Policy Disputes: | <div> <div>Law:</div> <div>Any dispute concerning the interpretation of this Policy, or concerning the validity of this Policy, will be determined in accordance with the law stated or determined via the Policy of the Overlying Insurers.</div> </div> <div> <div>Jurisdiction:</div> <div>The Insured and the Underwriter agree to submit to the exclusive supervisory jurisdiction of any court of competent jurisdiction within the United States of America, and agree to comply with all requirements necessary to give such court jurisdiction.</div> </div> |
| 15. Nominee for Service of Suit: | Lloyd's America, Inc.
Attention: Legal Department
280 Park Avenue, East Tower, 25th Floor,
New York,
New York 10017
U.S.A. |


For any **Insured** resident in California, then the following nominee for Service of Suit is applicable:

Foley & Lardner LLP
555 California Street,
Suite 1700,
San Francisco,
California 94104-1520
U.S.A.

The following nominee for Service of Suit is applicable for National Fire & Marine Insurance Company

Counsel, Legal Department
National Fire & Marine Insurance Company
1314 Douglas Street, Suite 1400
Omaha, NE 68102-1944

16. Time Element Coverage: Not Included
(Section VI of this **Policy**)

Surplus Lines Agent's Name: <u>Tomas Tio</u>		
Surplus Lines Agent's Address: <u>3630 Peachtree Road NE St. 1700</u>		
<u>Atlanta, GA 30326</u>		
Surplus Lines Agent's License #: <u>E042340</u>		
Producing Agent's Name: <u>Dylan Hogan</u>		
Producing Agent's Address: <u>1661 Worthington Rd, Ste 175</u>		
<u>West Palm Beach, FL 33409</u>		
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.		
Premium: <u>\$20,864.00</u>	Tax: <u>\$1,080.08</u>	Service Fee: <u>\$13.12</u>
EMPA Surcharge: <u>\$0.00</u>	Broker Fee: <u>\$500.00</u>	
Inspection Fee: <u>\$0.00</u>	Policy Fee: <u>\$500.00</u>	
Surplus Lines Agent's Countersignature: <u></u>		

THE UNDERWRITER

We 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 the **Insurance Broker** stated in the Schedule who handled this insurance. **We** can provide a more detailed statement of **Our** privacy practices upon request.

The **Insured** must disclose to the **Underwriter** every matter and circumstance that is material to the risk.

- a. A circumstance is material if it would influence the judgment of a prudent underwriter in determining whether to take the risk and, if so, on what terms.
- b. The **Insured** has a duty to disclose all material circumstances (i) it knows, or (ii) that would have reasonably been revealed by a reasonable search of the information available to the **Insured** by the **Insured's** senior management and/or those responsible for the **Insured's** insurance.
- c. Disclosure of material information to the **Underwriter** must be made in a clear and accessible manner.
- d. By accepting the risk under this **Policy** and in setting the terms and premium, the **Underwriter** has relied on the information given to them by the **Insured**.
- e. If the **Insured** becomes aware that material information provided to the **Underwriter** is inaccurate or has changed, then the **Insured** must inform the **Underwriter** as soon as practicable.
- f. If the **Insured** fails:
 - (i) to disclose every matter and circumstance that is material to the risk, or
 - (ii) to notify the **Underwriter** that information the **Insured** has provided is inaccurate, or
 - (iii) to notify the **Underwriter** of any changes to the information provided,then the insurance under this **Policy** may become invalid and/or the **Policy** may be voidable, with the consequence that the **Underwriter** may not be liable to indemnify the **Insured** and/or the **Underwriter's** liability to indemnify the **Insured** may be reduced.

SECTION I Insuring Agreements

In consideration of full and proper payment of Premium as described in the Schedule, and subject to the Insuring Agreements, Definitions, Exclusions and General Conditions of this **Policy**, the **Underwriter** agrees as follows:

A. Insuring Agreement

To indemnify the **Insured** named in the Schedule in respect of direct physical loss of or damage to the property or interest described in the Schedule, while located or contained at the location or territory stated in the Schedule, occurring during the **Policy Period** and caused by any of the Perils Insured stated in the Schedule, all as covered by and defined in the Overlying Policy/ies specified in the Schedule (hereinafter referred to as the "Policy/ies of the Overlying Insurers").

B. Limit of this Policy

This **Policy** shall pay the difference between the Deductibles of the Policy/ies of the Overlying Insurer(s) stated in the Schedule, and the **Insured's Retention**, subject always to the **Underwriter's** Maximum Amount Payable under this **Policy** not exceeding the amount stated in the Schedule.

In the event a percentage amount is stated in the Deductible(s) for the Perils Insured by this **Policy**, or within the **Insured's Retention**, the **Underwriter's** Maximum Amount Payable under this **Policy** is calculated using the statement of values declared to and agreed by the **Underwriter** at the Inception Date of this **Policy**, or as may be added by **Endorsement**.

For a loss to contribute to the Limit of this **Policy** and the **Insured's Retention**, such loss must be a loss that would be an admitted loss under the Policy/ies of the Overlying Insurers except for the Deductible provisions contained in such Policy/ies of the Overlying Insurers.

However, this **Policy** shall not cover any loss adjustment expenses incurred in preparing or certifying details of a claim for indemnity under this **Policy**. Nothing contained in the foregoing shall be construed however to deny the **Underwriter** the right to appoint, or agree to share in the appointment of, any Loss Adjuster in the investigation of any loss under this **Policy**.

C. Values Declared

The Premium for this **Policy** has been based upon a statement of values declared to and agreed by the **Underwriter** at inception.

If the values declared to the **Underwriter** are less than the correct values of each property or interest insured in this **Policy**, the **Underwriter** may reduce any recovery otherwise due under this **Policy** in the event of a claim.

SECTION II Definitions

Whenever certain words are shown in bold type in this **Policy**, such terms are defined as follows, unless stated otherwise:

- A. **Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
 - 2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
 - 3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.
- B. **Computer System** means 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.
- C. **Cyber Act** means an unauthorized, malicious or criminal act or series of related unauthorized, 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**.
- D. **Cyber Incident** means:
 - 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
 - 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**.
- E. **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**.
- F. **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**.
- G. **Endorsement** means a change in the terms and conditions of the insurance provided by this **Policy**, agreed by the **Insured** and the **Underwriters**.
- H. **Insured** means the entity insured by this **Policy** and stated in the Schedule as the **Insured**.

- I. **Insurance Broker** means the person or firm who acts on behalf of the **Insured** with regard the insurance afforded by this **Policy**, and named for that purpose in the Schedule.
- J. **Policy** means the policy document comprising the Schedule, Notice - Our Privacy Policy Statement, Notice - Disclosure and Material Changes, its Insuring Agreements, Definitions, Exclusions, General Conditions, Complaints and Other Enquiries, the Time Element Coverage Extension, and any **Endorsement** applicable thereto, issued by the **Underwriter** to the **Insured** for the **Policy Period**.
- K. **Policy Period** means the date and time when the insurance under this **Policy** starts and ends, as shown in the Schedule, unless this **Policy** is cancelled in accordance with the provisions of General Condition C (Cancellation) of Section IV of this **Policy**.
- L. **Retention** means the amount which the **Insured** shall retain and not be insured by this **Policy**, and stated as **Insured's Retention** in the Schedule.
- M. **Terrorism** means an act, including but not limited to the actual or threatened use of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organization or government, 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.
- N. **Underwriter** means markets as designated on SRU-023 Contract Allocation – SRU-CA
- O. **Us / We / Our** means markets as designated on SRU-023 Contract Allocation – SRU-CA
- P. **You / Your** means the person or company stated in the Schedule as the **Insured**.

SECTION III Exclusions

This **Policy** incorporates by this reference, and is in all respects subject to, each of the Exclusions contained in the Policy/ies of the Overlying Insurers, and as may be added by **Endorsement** to this **Policy**.

Should any part of this **Policy** conflict with the Policy/ies of the Overlying Insurers, the terms of this **Policy** shall take precedent.

A. This **Policy** does not apply to, and the **Underwriter** is not liable to make any payment for, any claims directly or indirectly arising from or related to the following, regardless of any other contributing or aggravating cause or event that contributed concurrently or in any sequence to such claims:

1. **Chemical or Biological Materials**

any chemical, biological, bio-chemical materials, whether weaponized or not, or any electromagnetic weapon;

2. **Communicable Disease**

the transmission or alleged transmission of a **Communicable Disease**, or the fear or threat (whether actual or perceived) of a **Communicable Disease**.

In no event will this **Policy** insure against any liability, loss, cost or expense to identify, clean-up, detoxify, remove, monitor, or test for, a **Communicable Disease**;

3. **Cyber Loss**

any **Cyber Loss**;

4. **Data**

loss of use, reduction in functionality, repair, replacement, restoration or reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**;

5. **Pre-Existing Damage**

Loss or damage to property or interest insured in this **Policy** where such property or interest has pre-existing damage, at the Inception Date of this **Policy**, and is considered by the **Underwriter** to be exposed to conditions which would not have been exposed had the previous loss not occurred;

6. **Radioactive Contamination**

nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused;

7. **War, Warlike Acts, Political Perils, Terrorism**

- a. war, invasion or warlike operations (whether war be declared or not), act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, coup d'état, military or usurped power or martial law;
- b. confiscation, expropriation, nationalization, seizure, requisition, detention, legal occupation, embargo, quarantine, or any result of any order of public or government authority, which deprives the **Insured** or a claimant of the use or value of its property;
- c. deliberate destruction or damage to property by or by order of any public or governmental authority;

- d. illegal occupation, acts involving contraband, illegal transportation, or illegal trade;
- e. riot, strike, protest, lockout, civil commotion, civil disturbance, vandalism or malicious mischief;
- f. any act of **Terrorism** or any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

B. This **Policy** does not apply to, and the **Underwriter** is not liable to make any payment for, the following types of loss or damage, whether caused or contributed to, in whole or in part, directly or indirectly, by loss or damage otherwise insured under this **Policy**:

1. Sanctions

the payment of any benefit under this **Policy**, to the extent that such payment would expose the **Underwriter** 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;

SECTION IV General Conditions

The following General Conditions apply to this **Policy** unless specifically amended by **Endorsement**. The **Insured** must comply with these General Conditions. If the **Insured** fails to do so, the **Underwriter** is not obliged to provide an indemnity under this **Policy**.

A. Additional Named Insureds, Mortgagees and Loss Payees

This **Policy** includes the interest of additional Named Insureds, Mortgagees and Loss Payees as covered by and contained in the Policy/ies of the Overlying Insurers.

B. Application of Recoveries

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this **Policy** shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

C. Cancellation

This policy may be cancelled by the Insured at any time by written notice or by surrender of this Policy. This policy may also be cancelled by on behalf of the Underwriter by delivering to the Insured, or by mailing to the insured, by registered, certified or other first class mail, at the insured's address as stated in the Schedule, written notice stating when, not less than sixty (60) days thereafter, except ten (10) days thereafter in respect of non-payment of premium, the cancellation shall be effective.

The mailing of such notice as aforesaid shall be sufficient proof of notice and this Policy shall terminate at the date and hour specified in such notice.

If this Policy shall be cancelled by the Insured, or by or on behalf of the Underwriter, the Underwriter shall retain the pro-rate proportion of the premium for the time during which this Policy has been in force, subject always to the amount stated in the Schedule as Minimum Earned Premium being deemed fully earned at inception.

Payment or tender of any unearned premium by the Underwriter shall not affect the effectiveness of the cancellation but such payment shall be made as soon as practicable.

Notwithstanding anything contained in the foregoing to the contrary, if, during the Policy Period, there has been either a claim on the Policy or the Underwriter has been notified of an Occurrence that it deems likely to result in a claim, no refund of premium shall be provided.

D. Choice of Law

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained in this **Policy**, or concerning the validity of this **Policy**, is understood and agreed by both the **Insured** and the **Underwriter** to be subject to the law of the territory, Country or State stated in the Schedule.

E. Currency and Payment of Premium

The Limit of this **Policy**, Deductible, premiums and other amounts as expressed in this **Policy** are in United States currency. If the **Insured** fails to pay the premium due to the **Underwriter**, the **Underwriter** may issue notice of cancellation to the **Insured**. The **Insured** will be the payee for any return premium payable by the **Underwriter**.

Where any premium is outstanding at the time of settlement of a loss relating to the property or interest insured in this **Policy**, the **Underwriter** may deduct it from the amount payable.

F. False or Fraudulent Claim

If the **Insured**, or anyone acting on their behalf, makes a claim for an indemnity under this **Policy** knowing it to be false or fraudulent in amount or in any other respect, or use any fraudulent means in support of any such claim, the **Underwriter** will not be liable to pay the claim and may recover from the **Insured** any sums paid in respect of the claim. The **Underwriter** may also, by notice to the **Insured**, treat the **Policy** as having been cancelled with effect from the time of the fraudulent act.

G. Invalidity or Unenforceability

In the event that any provision of this **Policy** is found by a court of competent jurisdiction to be invalid or unenforceable, the other provisions of this **Policy** and the remainder of the provision in question shall not be affected thereby and shall remain in full force and effect.

H. Jurisdiction

As set forth in General Condition L (Service of Suit).

I. Maintenance of Overlying Insurance

In respect of the Perils Insured as stated in the Schedule, this **Policy** is subject to the same terms, definitions and conditions (except as regards the premium, the amount and limits of liability, any Deductible provision, and the renewal agreement, if any, and except as otherwise provided elsewhere in this **Policy**) as are contained in or as may be added to the Policy/ies of the Overlying Insurers prior to the happening of an Occurrence for which a claim for indemnity is made under this **Policy**.

It is a condition of this **Policy** that the Policy/ies of the Overlying Insurers shall be maintained in full effect during the currency of this **Policy**.

J. Notification of Claims

The **Insured** shall, upon knowledge of any Occurrence which may give rise to a claim for indemnity under this **Policy**, give immediate written advice thereof to the **Underwriter** through the person or firm named for that purpose in the Schedule.

Such notice shall contain all information available to the **Insured** at the time pertaining to such claim or Occurrence.

K. Policy Modification

The **Insured** and the **Underwriter** may request changes to this **Policy**. This **Policy** can be changed only by **Endorsement** issued by the **Underwriter** and made a part of this **Policy**.

Notice to any agent or to the **Insurance Broker**, or knowledge possessed by any agent or the **Insurance Broker**, or by any other person shall not be held to effect a waiver or change in any part of this **Policy**.

L. Service of Suit

It is agreed that in the event of the failure of the **Underwriter** to pay any amount claimed to be due under this **Policy**, the **Underwriter**, at the request of the **Insured**, 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 **Underwriter's** right to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon the person or firm stated for such purpose in the Schedule, and that in any suit instituted against any one of them upon this **Policy**, the **Underwriter** will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The person or firm stated in the Schedule are authorized and directed to accept service of process on behalf of the **Underwriter** in any such suit and/or upon the request of the **Insured** to give a written undertaking to the **Insured** that they will enter a general appearance upon the **Underwriter's** 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, the **Underwriter** hereby designates 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 any beneficiary under this **Policy** arising out of this **Policy**, and hereby designate the person or firm stated in the Schedule as the person to whom the said officer is authorized to mail such process or a true copy thereof.

M. Third Party Rights

A person who is not a party to this **Policy** shall not have any rights to enforce any term of this **Policy**. This does not affect any other rights or remedy of a third party who is not an **Insured** which exist, or which may exist.

N. Valuation

The valuation of this **Policy** is Replacement Cost, as defined in the Policy/ies of the Overlying Insurers, except as may be provided in the Policy/ies of the Overlying Insurers.

SECTION V Complaints and Other Enquiries

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service.

If **You** have any questions or concerns about **Your** insurance, **You** should contact the **Insurance Broker**.

If **You** remain unsatisfied or wish to make a complaint concerning this **Policy**, **You** may contact **Us** at:

The Compliance Officer
AEGIS Syndicate 1225 at Lloyd's care of AEGIS Managing Agency Limited
25 Fenchurch Avenue,
London EC3M 5AD
United Kingdom.

Email: complaints@aegislondon.co.uk
Telephone: + 44(0)20 7856 7856
Website: www.aegislink.com/portal/london/index.do

Or

National Fire & Marine Insurance Company
1314 Douglas Street, Suite #1400
Omaha, NE 68102
855-453-9675

Please quote the policy number and/or claim number as appropriate in any correspondence.

In the alternative, or if **You** are dissatisfied with the resolution of **Your** enquiry or **Your** complaint, **You** can do so at any time by referring the matter to the Complaints team at Lloyd's. The contact details are:

Lloyd's Complaints Department
c/o Lloyd's America Inc.
280 Park Avenue, East Tower, 25th Floor,
New York,
New York 10017
U.S.A.
Email: complaints@lloyds.com
Telephone: 1-844-849-7828

Making a complaint does not affect **Your** right to take legal action.

The provisions of this Complaints and Other Enquiries section may be changed by an **Endorsement** issued by **Us** and made a part of this **Policy**, or by an attachment of a separate Notice to this **Policy**.

This Extension is only applicable if marked as “Included” on the Schedule.

This **Policy** extends to cover Time Element coverages (as insured under the Policy/ies of the Overlying Insurers) consequent upon the loss or damage to the property or interest described in the Schedule.

The Limit of this **Policy** and the **Insured’s Retention** as stated in the Schedule are inclusive of damage to Property and Time Element coverages.

Schedule of Forms

LSW 1902
Coverage Territory Limitation Redefined
SRU-023 0119
NMA 2802
LMA 5096
SRU-040 0312
Property Loss Notice

Aegis Deductible Buy Down (US) - (02/2022)
Coverage Territory Limitation Redefined
Contract Allocation
Electronic Date Recognition Exclusion (EDRE)
Several Liability Notice
Policy Changes
Property Loss Notice

COVERAGE TERRITORY LIMITATION REDEFINED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following additional Condition is added to the policy to which this endorsement is attached and supersedes any provision to the contrary.

The Coverage Territory Limitation as defined in the policy is deleted and replaced by the following:

The United States of America excluding all territories and possessions, foreign locations and Canada.

All Other Terms and Conditions of the policy remain unchanged.

Amwins Special Risk Underwriters
Deductible Buyback Binder

Contract Allocation - SRU-CA

This Insurance is effected with certain insurance underwriters (hereinafter called the "Underwriters"). The following words shall be deemed to be synonymous: "Underwriters", "Insurers", and "Company".

The liability by each "Underwriter" on this contract with the Insured is limited to the participation amount shown in the schedule below. The liability of each separate contract listed and for each "underwriter" represented thereby for any loss or losses or amounts payable is several as to each and shall not exceed its participation percentage shown below and there is no joint liability amounts payable is several as to each and shall not exceed its participation percentage shown below and there is no joint liability of any "Underwriters" pursuant to this contract. An "Underwriter" shall not have its liability hereunder increased or decreased by reason of failure or delay of another "underwriter", its successors, assigns, or legal representatives. Any loss otherwise payable under the provisions of the attached policy that exceeds the allocation of "Risk" as defined herein shall be borne proportionately by the contracts as to their limit of liability at the time and place of the loss bears to the total allocated limits herein.

This contract shall be constructed as a separate contract between the insured and each of the "Underwriters". This evidence of coverage consists of separate sections of a composite insurance for all Underwriter's at Lloyd's combined and separate policies issued by the insurance company(ies), all as identified below. This evidence of coverage does not constitute in any manner or form a joint certificate of coverage by Underwriters at Lloyd's with any other insurance company(ies).

In Witness whereof, the following "Underwriters" execute and attest these presents, and subscribe for the amount of insurance provided.

The security is as noted below

Contract #	Company Code	Policy #	Participation	Premium
B123025AWS1000	Lloyd's	MCD-250060	85%	\$17,734
	Berkshire	42-PDM-250060-01	15%	\$3,130

CERTAIN UNDERWRITERS AT LLOYD'S, LONDON – Syndicate List

If Certain Underwriter's at Lloyd's, London are listed as security on the Contract Allocation Endorsement attached to the policy, the list of syndicates are shown below.

<u>Syndicate Number</u>	<u>Syndicate Abbreviation</u>	<u>Participation</u>
0033	HIS	4.5440%
0510	KLN	19.7799%
0623	AFB	1.4327%
1183	TAL	1.3365%
1225	AES	52.5000%
1618	KI	4.8113%
2623	AFB	3.9132%
2987	BRT	5.3459%
4444	CNP	5.0000%
4635	SWD (Satinwood	1.3365%
	Underwriting Limited is	
	an LPSO Registered	
	Consortium with the	
	security being	
	BEA 4242 (65%)	
	MRS 457 (12.5%)	
	AUL 1274 (11.25%)	
	NSM 2358 (11.25%))	

Company Code Legend

Lloyd's - Certain Underwriters at Lloyd's

Berkshire - National Fire & Marine Insurance Company

ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)

This policy does not cover any loss, damage, cost, claim, or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change including leap year calculations, by any computer system, hardware, programme or software and/or microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or
- b) any change, alteration or modification involving the date change to the year 2000, or any other date change including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

NMA 2802

SEVERAL LIABILITY NOTICE

LMA5096 (Combined Certificate)

7 March 2008

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.

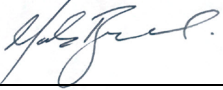
In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken 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.

Policy Changes

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY NUMBER(S): MCD-250060 42-PDM-250060-01	POLICY CHANGES EFFECTIVE: 02/15/2025 POLICY CHANGE NO. 1	COMPANY(S): Certain Underwriters at Lloyd's National Fire & Marine Insurance Company
NAMED INSURED: Highland Towers, Inc		AUTHORIZED REPRESENTATIVE: 
It is hereby agreed and understood that the following change(s) are made to this policy: 1. Transmission and distribution lines are excluded beyond 1000 feet of the insured's premises 2. Assigned Adjuster to work in conjunction with Peninsula Insurance Bureau: Boris Loncarevic Sedgwick 120 Broadway, Suite #900 New York, NY 10271		

PROPERTY LOSS NOTICE

DATE (MM/DD/YYYY)

AGENCY	INSURED LOCATION CODE	DATE OF LOSS AND TIME	AM
	PM		
	PROPERTY / HOME POLICY		
	CARRIER	NAIC CODE	
CONTACT NAME:	POLICY NUMBER		
PHONE (A/C, No. Ext):			
FAX (A/C, No.):	FLOOD POLICY		
E-MAIL ADDRESS:	CARRIER	NAIC CODE	
CODE:	SUBCODE:	POLICY NUMBER	
AGENCY CUSTOMER ID:		WIND POLICY	
		CARRIER	NAIC CODE
		POLICY NUMBER	

INSURED

NAME OF INSURED (First, Middle, Last)			INSURED'S MAILING ADDRESS		
DATE OF BIRTH	FEIN (if applicable)	MARITAL STATUS / CIVIL UNION (if applicable)			
PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	PRIMARY E-MAIL ADDRESS:			
		SECONDARY E-MAIL ADDRESS:			
NAME OF SPOUSE (First, Middle, Last) (if applicable)			SPOUSE'S MAILING ADDRESS (if applicable)		
DATE OF BIRTH	FEIN (if applicable)	MARITAL STATUS / CIVIL UNION (if applicable)			
PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	PRIMARY E-MAIL ADDRESS:			
		SECONDARY E-MAIL ADDRESS:			

CONTACT

CONTACT INSURED					
NAME OF CONTACT (First, Middle, Last)			CONTACT'S MAILING ADDRESS		
PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL				
WHEN TO CONTACT			PRIMARY E-MAIL ADDRESS:		
			SECONDARY E-MAIL ADDRESS:		

LOSS

LOCATION OF LOSS				POLICE OR FIRE DEPARTMENT CONTACTED	
STREET:					
CITY, STATE, ZIP:				REPORT NUMBER	
COUNTRY:					
DESCRIBE LOCATION OF LOSS IF NOT AT SPECIFIC STREET ADDRESS:					
KIND OF LOSS	<input type="checkbox"/> FIRE	<input type="checkbox"/> LIGHTNING	<input type="checkbox"/> FLOOD	<input type="checkbox"/>	PROBABLE AMOUNT ENTIRE LOSS
	<input type="checkbox"/> THEFT	<input type="checkbox"/> HAIL	<input type="checkbox"/> WIND		
DESCRIPTION OF LOSS & DAMAGE (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)					
REPORTED BY			REPORTED TO		

REMARKS

APPLICABLE IN ALABAMA

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

APPLICABLE IN ALASKA

A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

APPLICABLE IN ARIZONA

For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

**APPLICABLE IN ARKANSAS, DELAWARE, KENTUCKY, LOUISIANA, MAINE, MICHIGAN, NEW JERSEY,
NEW MEXICO, NEW YORK, NORTH DAKOTA, PENNSYLVANIA, RHODE ISLAND, SOUTH DAKOTA,
TENNESSEE, TEXAS, VIRGINIA, AND WEST VIRGINIA**

Any person who knowingly and with intent to defraud any insurance company or another person, files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact, material thereto, commits a fraudulent insurance act, which is a crime, subject to criminal prosecution and [NY: substantial] civil penalties. In LA, ME, TN, and VA, insurance benefits may also be denied.

APPLICABLE IN CALIFORNIA

For your protection, California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

APPLICABLE IN COLORADO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

APPLICABLE IN THE DISTRICT OF COLUMBIA

Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

APPLICABLE IN FLORIDA

Pursuant to S. 817.234, Florida Statutes, any person who, with the intent to injure, defraud, or deceive any insurer or insured, prepares, presents, or causes to be presented a proof of loss or estimate of cost or repair of damaged property in support of a claim under an insurance policy knowing that the proof of loss or estimate of claim or repairs contains any false, incomplete, or misleading information concerning any fact or thing material to the claim commits a felony of the third degree, punishable as provided in S. 775.082, S. 775.083, or S. 775.084, Florida Statutes.

APPLICABLE IN HAWAII

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

APPLICABLE IN IDAHO

Any person who knowingly and with the intent to injure, defraud, or deceive any insurance company files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

APPLICABLE IN INDIANA

A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

APPLICABLE IN KANSAS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

APPLICABLE IN MARYLAND

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

APPLICABLE IN MINNESOTA

A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

APPLICABLE IN NEVADA

Pursuant to NRS 686A.291, any person who knowingly and willfully files a statement of claim that contains any false, incomplete or misleading information concerning a material fact is guilty of a felony.

APPLICABLE IN NEW HAMPSHIRE

Any person who, with purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

APPLICABLE IN OHIO

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

APPLICABLE IN OKLAHOMA

WARNING: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

APPLICABLE IN WASHINGTON

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.