#### **FLORIDA FACE PAGE**

Insured's Name: Lido Harbour South Inc	Policy #: R89610230CSP			
Policy Dates From: Apr 11, 2023 Surplus Lines Agent's Name: Jeff Aumick	To: Apr 11, 2024			
Surplus Lines Agent's Address: 477 South Rosemary Avenue Suite 215 West Palm Beach FL 33401				
Surplus Lines Agent's License #: A009843				
Producing Agent's Name: Larry Bowman Producing Agent's Physical Address: 2301 Ringling Blvd, Sarasota, FL 34237				
"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: \$145,000.00	Policy Fee: \$200.00			
Inspection Fee: N/A	Stamp Fee: \$87.12			
Tax: \$7,172.88	ACCA: N/A			
Surcharge: \$4.00	FHCF Assessment: N/A			
Surplus Lines Countersignature:				
□ "THIS POLICY CONTAINS A SEPA	RATE DEDUCTIBLE FOR HURRICANE OR			

WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES

"THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH

TO YOU."

**OUT-OF-POCKET EXPENSES TO YOU."** 



# **StarStone Specialty Insurance Company**

#### **Company Address:**

Harborside 5 185 Hudson Street, Suite 2600 Jersey City, NJ 07311 (201) 743-7700 www.corespecialty.com

#### To Report a Claim:

Contact the Company at (201) 743-7700 or send an email to: <a href="mailto:claims@corespecialty.com">claims@corespecialty.com</a>

#### To File a Complaint

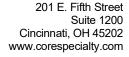
Contact your Insurance Agent, or Contact the Company at (201) 743-7700 or Contact your State Director of Insurance

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# SURPLUS LINES POLICYHOLDER NOTIFICATION STATE OF FLORIDA

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.





### STARSTONE SPECIALTY INSURANCE CO.

#### **CO-INSURING FORM GENERAL PROPERTY DECLARATIONS**

This Declaration Page is attached to and forms part of the Policy as defined herein.

Policy Number: R89610230CSP Renewal Of: New

**POLICY PERIOD:** 

Effective Date: 4/11/2023 Expiration Date: 4/11/2024 (12:01 A.M. Standard Time at the address of the Named Insured as stated herein)

Named Insured and Mailing Address: Lido Harbour South Inc

2110 Ben Franklin Dr. Sarasota, FL 34236

Producer Named and Address: Beau Hume

RT Specialty, LLC - Jupiter, FL

318 South US Highway One, Suite 206

Jupiter, FL 33477

Description of Operations: Condo

**Property Insurance** 

In return for the payment of the premium, and subject to all the terms of this policy, we agree to provide you with the insurance as stated in this policy.

#### PREMIUM and FEES:

This policy consists of the following coverage for which premium is indicated. This premium may be subject to adjustment:

Commercial Property Coverage: \$145,000.00 TRIA: Rejected N/A

TOTAL: \$145,000.00

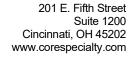
**Minimum Earned Premium:** 35%

Forms and

**Endorsements:** See attached Schedule of Forms and Endorsements, CSI-CPN-202-0720

CSI-CPD-103-0622 Page 1 of 2

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**Lead Insurance Company:** 

Name of Insurer: AXIS Surplus Insurance Company

Policy Number: EAF666438-23

**Limit of Liability:** \$1,000,000 (50%) part of \$2,000,000

**Total Insured Values:** \$19,342,782 per schedule on file with the Company

Perils Insured: All Risks of direct physical loss or damage excluding Flood and

Earthquake as defined in Lead Policy

**Property Covered:** Real and Personal Property

Business Interruption – Gross Earnings/Extra Expense

And as more fully defined in the policy form as defined in Lead Policy

**StarStone Specialty Insurance Company** 

Proportionate Share: 50%

**Total Limit of Liability** 

applicable to this policy: \$1,000,000 (50.00%) part of \$2,000,000 per occurrence, except

as shown in Addendum A

**Deductible:** As defined in Lead Policy

THESE DECLARATIONS, ALL INFORMATION AND MATERIALS MADE AVAILABLE BY OR ON BEHALF OF THE INSUREDS DURING THE UNDERWRITING PROCESS FOR THIS POLICY OR OTHERWISE INCLUDED WITHIN THE DEFINITION OF APPLICATION IN THE FOLLOWED POLICY, AND THIS POLICY FORM INCLUDING ATTACHED ENDORSEMENTS CONSTITUTE THE INSURANCE POLICY. ("Policy")

08/02/2023 Joseph & Cyllo Consoleio

Date of Issuance President, Joseph E Consolino

Authorized Representative, Robert Kuzloski

CSI-CPD-103-0622 Page 2 of 2



#### FORMS AND ENDORSEMENTS SCHEDULE

The following Parts all attach to and form a part of this policy.

FORM NUMBER	FORM NAME
CSI-CPN-201-0720	Cover Page
CSI-CSN-810-0421	Surplus Lines Policyholder Notification Florida
CSI-CPD-103-0622	Co-Insuring Form Policy Declarations
CSI-CPN-202-0720	Forms and Endorsement Schedule
CSI-CPN-203-0720	Policy Holder Notification – Fraud Notice
CSI-CPN-204-0720	Policy Holder Notification – OFAC
CSI-CPN-205-0622	Notice of Claims Reporting
CSI-CPN-206-0720	Notice of Privacy Policies and Practices
CSI-CPF-600-0622	Starstone Co-Insuring Form
CSI-CPE-003-0622	Asbestos Coverage Endorsement
CSI-CPE-004-0622	Mold, Mildew, and Fungi Exclusion Endorsement
CSI-CPE-005-0622	Pollution Endorsement (Sublimited)
CSI-CPE-006-0622	Minimum Earned and Wind Minimum Earned Premium Endorsement
CSI-CPE-007-0622	Equipment Breakdown Exclusion Endorsement
CSI-CPE-010-0622	Terrorism Exclusion Endorsement
CSI-CPE-032-0622	Exclusion of Loss Due to Virus and Other Microorganisms Endorsement
CSI-CPE-033-0622	Nuclear, Biological, Chemical, and Radiological Exclusion Endorsement
CSI-CPE-034-0622	War or Warlike Action Exclusion Endorsement
CSI-CPE-035-0622	Cyber, Electronic Data and Systems Exclusion Endorsement
CSI-CPE-037-0622	Service of Suit Endorsement
CSI-CPE-038-0622	Joint Loss Agreement Endorsement
CSI-CPE-048-0622	Several Liability
CSI-CPE-054-0622	Pre-Existing Damage Exclusion Endorsement
CSI-CPE-039-0622	TRIA Rejection Endorsement
CSI-CPE-001-0622	Occurrence Limit of Liability Endorsement
CSI-CPE-050-0622	Roof Valuation Endorsement

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# POLICYHOLDER NOTIFICATION FRAUD NOTICE

Arkansas	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
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 policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder 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.
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
Florida	was provided by the applicant.  Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Kansas	A "fraudulent insurance act" means an act committed by 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.
Kentucky	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance 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.
Louisiana	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Maine	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
Maryland	Any person who knowingly and 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.

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New Jersey	Any person who includes any false or misleading information on an application for an
	insurance
	policy is subject to criminal and civil penalties.
New Mexico	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN
	APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL
	FINES AND CRIMINAL
	PENALTIES.
NaVaul	General: All applications for commercial insurance, other than automobile insurance
New York	Any
	person who knowingly and with intent to defraud any insurance company or other
	person files an application for insurance or 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, and shall also
	be subject to a civil penalty not to exceed five thousand dollars and the stated value of
	the claim for each such violation.
	are didinition each odditionalism
	All applications for automobile insurance and all claim forms: Any person who knowingly
	makes or knowingly assists, abets, solicits or conspires with another to make a false
	report of the theft, destruction, damage or conversion of any motor vehicle to a law
	enforcement agency, the department of motor vehicles or an insurance company,
	commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil
	penalty not to exceed five thousand dollars and the value of the subject motor vehicle or
	stated claim for each violation.
	<b>Fire:</b> Any person who knowingly and with intent to defraud any insurance company or
	other person files an application for insurance containing any false information, or
	conceals for the purpose of misleading, information concerning any fact material
	thereto, commits a fraudulent insurance act, which is a crime.
	The proposed insured affirms that the foregoing information is true and agrees that
	these applications shall constitute a part of any policy issued whether attached or not
	and that any willful concealment or misrepresentation of a material fact or
	circumstances shall be grounds to rescind the insurance policy.
Ohio	Any person who, with intent to defraud or knowing that he 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.
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.
Oregon	Any person who knowingly and willfully presents false information in an application for
	insurance may be guilty of insurance fraud and subject to fines and confinement in
	Prison. The aforementioned actions may constitute a
	fraudulent insurance act which may be a crime and may subject the person
	to penalties.
Pennsylvania	All Commercial Insurance, Except As Provided for Automobile Insurance: Any person
	who knowingly and with intent to defraud any insurance company or other person files
	an application for insurance or 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 and subjects such
	person to criminal and civil penalties.
	<del>-</del>

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	<b>Automobile Insurance:</b> Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.
Puerto Rico  Rhode Island	Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.  Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty
	of a crime and may be subject to fines and confinement in prison.
Tennessee	All Commercial Insurance, Except As Provided for Workers' Compensation 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.
	Workers' Compensation: It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.
Utah	Workers' Compensation: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.
Virginia	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.
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.
West Virginia	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
All Other States	Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison.

CSI-CPN-203-0720 Page 3 of 3



#### **POLICY HOLDER NOTIFICATION**

#### U.S. Treasury Department's Office of Foreign Assets Control ("OFAC")

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.

CSI-CPN-204-0720 Page 1 of 1



#### NOTICE OF CLAIMS REPORTING PROCEDURES

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

All claims should be reported per the below:

Email: newpropertyclaims@corespecialty.com

Or

Phone: (201) 743-7700

Please have the following information available:

- 1. Insured Name
- 2. Policy Number
- 3. Date of Loss
- 4. Location of Loss
- 5. Detailed description of the loss event

Any questions, please do not hesitate to contact Jerry Kissner, Head of Property Claims at 331-223-2962 (<u>Gerald.kissner@corespecialty.com</u>) or Dan Anstedt, AVP Technical Claims at 331-228-0116 (<u>Daniel.anstedt@corespecialty.com</u>)

All other terms and conditions of this Policy remain unchanged.

CSI-CPN-205-0622 Page 1 of 1



### **NOTICE OF OUR PRIVACY POLICIES AND PRACTICES**

This Notice has been prepared to inform you that we do not disclose and we reserve no right to disclose to our affiliates or to nonaffiliated third parties, your nonpublic personal information, which we collect and maintain except with your permission or as permitted by law.

<u>Information we collect and maintain</u>: We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications, at your request or otherwise;
- Information we obtain from your transactions with us, our affiliates or others;
- Information we receive from consumer-reporting agencies.

<u>Information we may disclose</u>: We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

<u>How we protect information</u>: Except as otherwise described in this Notice, we restrict access to your nonpublic personal information to our employees who need to know to provide our products and services to you and as permitted by law. We maintain physical, electronic, and procedural safeguards that comply with applicable legal requirements to guard your nonpublic personal information. We have installed usernames, passwords and other safety features on our web applications to help ensure that the information you provide remains safe and secure.

<u>Changes to this Notice:</u> We may amend our privacy policies and practices at any time, and we will inform you of any material changes as required by law.

YOU DO NOT NEED TO DO ANYTHING IN RESPONSE TO THIS NOTICE

THIS NOTICE IS MERELY TO INFORM YOU ABOUT OUR

PRIVACY POLICIES AND PRACTICES

CSI-CPN-206-0720 Page 1 of 1



### StarStone Commercial Property Co-Insuring Form

#### Addendum A

The Sublimits of Liability stated in this Policy are part of and not in addition to the Policy Limit. The Sublimits of Liability are: (1) the maximum amount the Company will pay for all covered loss or damage arising out of the specific perils or coverages and/or (2) the maximum number of days for a specific coverage, regardless of the number of Insured Locations, coverages or Covered Causes of Loss under this Policy.

The following Sublimits of Liability represent 100% of the coverage purchased by the Insured for the Program set forth below and the Company's share of each Sublimit of Liability shall be determined by applying the Participation as shown on the Declarations page "StarStone Specialty Insurance Company Proportionate Share".

The Sublimits of Liability stated in this Policy are per Occurrence unless otherwise indicated. Regardless of the number of Occurrences, any Annual Aggregate in this Policy is the maximum amount payable for all covered loss or damage for the applicable coverage or Covered Cause of Loss.

Included – Named Windstorm Included – All Other Wind/Hail

Included – Ordinance or Law Coverage A

10% – Ordinance or Law Coverage B&C Combined

Not Covered – Wind Driven Precipitation

Not Covered – Flood

Not Covered – Storm Surge

Not Covered – Earthquake/Earth Movement

Not Covered – All Other Perils

All are per Occurrence and are part of, not in addition to, the policy limits.

CSI-CPF-600-0622 Page 1 of 3



#### **CO-INSURING COVERAGE FORM**

#### 1. INSURING AGREEMENT:

Subject to the limitations, terms and conditions contained in this policy or endorsed hereto, the Company agrees to indemnify our share for direct physical loss or damage in any one occurrence hereunder up to the amount as shown in the Total Limit of Liability applicable to this policy section of the Co-Insuring Form General Property Declarations for the Coverage Provided and Perils shown in the Perils Insured section on the Co-Insuring Form General Property Declarations.

Except as regards the premium, the amount and participation AND EXCEPT AS OTHERWISE PROVIDED HEREIN, this policy is subject to the same limitations, rights, terms, and conditions in the "Lead Insurance Policy".

The Company's share of the Lead Insurance Policy limits and sub-limits (including aggregate limits), if any, shall be restricted by the "Company's" participation on the program as described in the Participation section of this policy and any other applicable provision in this policy or any endorsement to this policy

#### 2. MAINTENANCE OF LEAD INSURANCE POLICY

It is a condition of this policy that the policy of the Lead insurer shall be maintained in full effect during the currency of this policy and that the Lead insurer's policy shall carry limits which bear the same proportion to the total limits carried by all policies covering the property insured hereunder as the Lead Insurer's Proportionate Share as stated on the Co-Insuring Form General Property Declarations.

#### 3. PROPORTIONATE SHARE

The Company's liability for any loss or damage covered by this policy shall be limited to its Proportionate Share of any loss or damage, as stated on the Co-Insuring Form General Property Declarations. The proportionate share shall apply to all limits of insurance, sub-limits of insurance, annual aggregate limits of insurance as well as to deductibles and self-insurance provisions as stated in the Lead Insurance policy.

#### 4. NOTIFICATION OF CLAIMS

The insured, upon knowledge of any occurrence likely to give rise to claim for loss or damage as covered herein, shall give notice as soon as practicable to the person(s) or firm named for the purpose. See the Notice of Claims Reporting Procedures Form attached to this policy.

The insured will provide a signed and sworn proof of loss containing the information necessary to investigate the claim as requested and within sixty (60) days of the request or as required by law.

All claims for loss or damage under this policy must be made and the insured will submit final written proof of loss(es) within one year of policy expiration. Failure to do so shall invalidate claims for loss or damage hereunder.

CSI-CPF-600-0622 Page 2 of 3



#### 5. CANCELLATION:

- a. This policy can be cancelled by the named insured by providing the Company with:
  - An advanced written request for cancellation stating when the cancellation shall be effective, and
  - ii. The original policy or a lost policyholder release signed by the named insured or its legal representative.
- b. This policy may be cancelled by the Company by giving to the named insured at least ninety (90) days written notice of cancellation or in the case of non-payment of premium or material mis- statement, at least ten (10) days written notice of cancellation.
- c. The cancellation will be effective even if the Company have not made or offered a refund. If notice is mailed, proof of mailing will be sufficient proof of notice.
- d. If this policy is cancelled, the Company will send the named insured any premium refund due.

#### 6. CONDITIONS OF COVERAGE

By acceptance of this policy, the Insured agrees to pay the premium shown in the Co-Insuring Form General Policy Declarations and to comply with all the provisions of the policy.

If during the Policy Period the provisions of the Lead Insurance Policy are changed in any manner, as a condition precedent to coverage under this policy (the Insured shall have written notice to the Company of the full particulars of such change as soon as practicable but in no event later than thirty (30) days following the effective date of such changed). No amendment to the Lead Insurance Policy during the Policy Period shall be effective in broadening or extending the coverage afforded by this policy or extending or increasing the limits of liability afforded by this policy unless the Insurer so agrees in writing. The Company may, in its sole discretion, condition its agreement to follow any changes to the Lead Insurance Policy or the Insured paying any additional premium required by the Company for such change.

This policy contains all the agreements between the Insured and the Company concerning this insurance. The Insured and the Company may request changes to this policy. This policy can be changed only by endorsements issued by the Company and made a part of this policy.

Notice to any agent or knowledge possessed by any agent or by any other person other than the Company will not:

- a. Create a waiver, or change any part of this policy; or
- b. Prevent the Company from asserting any rights under the provisions of this policy.

CSI-CPF-600-0622 Page 3 of 3



#### ASBESTOS COVERAGE ENDORSEMENT

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

This endorsement is a part of your Policy. Except for the changes it makes, all other terms of the Policy remain the same and apply to this endorsement:

#### ASBESTOS COVERAGE ENDORSEMENT

This Policy only insures asbestos physically incorporated in an insured building or structure, and then only that part of the asbestos which has been physically damaged during the period of insurance by one of the following Listed Perils if a covered cause of loss in the policy:

Fire; Explosion, Lightning, Windstorm, Hail, Direct Impact of Vehicle, Aircraft or Vessel, Riot or Civil Commotion, Vandalism or Malicious Mischief, Accidental Discharge of Fire Protective Equipment, Named Windstorm, Earthquake, and Flood.

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

- 1. The building or structure containing the asbestos must be insured under this Policy for loss or damage by that Listed Peril.
- 2. The Listed Peril must be the immediate, sole cause of the damage of the asbestos.
- 3. The Insured must report to the Company the existence and cost of the damage as soon as practicable after the Listed Peril first damaged the asbestos. However, this Policy does not insure any such damage first reported to the Insurers more than 12 (twelve) months after the expiration, or termination, of the period of insurance.
- 4. Insurance under this Policy in respect of asbestos shall not include any sum relating to:
  - i) any faults in the design, manufacture or installation of the asbestos;
  - ii) asbestos not physically damaged by the Listed Peril including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.
- 5. The maximum amount that the Company will pay under this coverage endorsement in any 12 month period is \$25,000.

#### **ASBESTOS EXCLUSION**

Except as set forth above, 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, regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense from asbestos.

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.

CSI-CPE-003-0622 Page 1 of 1



#### MOLD, MILDEW, AND FUNGI EXCLUSION ENDORSEMENT

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

This endorsement is a part of your Policy. Except for the changes it makes, all other terms of the Policy remain the same and apply to this endorsement:

#### MOLD, MILDEW, AND FUNGI EXCLUSION ENDORSEMENT

- Except as set forth in paragraph Clause 2 below, this Policy does not insure against any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to: mold, mildew or fungus
  - This exclusion applies regardless of whether there is (a) any physical loss, damage or destruction of property insured; (b) any insured peril or cause, whether or not contributing concurrently or in any sequence; (c) any loss of use, occupancy, or functionality; or (d) any action required, including but not limited to repair replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.
- 2. Notwithstanding the foregoing, this Policy insures physical loss, damage or destruction of property insured by mold, mildew or fungus when directly caused by a Listed Peril that is a covered cause of loss under this policy occurring during the Policy Period.

#### LISTED PERILS

Fire; lightning; explosion; windstorm or hail; smoke; direct impact of vehicle, aircraft or vessel; strike, riot or civil commotion; vandalism or malicious mischief; leakage or accidental discharge of fire protection equipment; collapse; falling objects; weight of snow, ice or sleet; theft, sudden and accidental discharge leakage, backup or overflow of liquids or molten material from confinement within piping, plumbing systems, tanks, equipment or other containment located at the insured "location"; "Earthquake"; "Flood."

This coverage is subject to all the limitations in this Policy and, in addition, to each of the following specific limitations:

- a. The property must otherwise be insured under this Policy for physical loss, damage or destruction by the Listed Peril.
- b. The Insured must report the existence and cost of the physical loss, damage or destruction by mold, mildew or fungus to the Insurer as soon as practicable, but no later than twelve (12) months after the Listed Peril first caused physical loss, damage or destruction of insured property during the Policy period. This Policy does not insure any physical loss, damage or destruction by mold, mildew or fungus first reported to the Insurer after that twelve (12) month period.

CSI-CPE-004-0622 Page 1 of 1



#### POLLUTION ENDORSEMENT (SUBLIMITED)

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

This endorsement is a part of your Policy. Except for the changes it makes, all other terms of the Policy remain the same and apply to this endorsement:

#### POLLUTION ENDORSEMENT (SUBLIMITED)

This Policy is extended to pay your expenses to extract "pollutants" from land or water if the release, discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:

- a. The date of direct physical "loss"; or
- b. The end of the policy period.

The maximum amount that the Company will pay under this coverage endorsement in any 12 month period is \$25,000 for pollution cleanup and removal.

#### **POLLUTION EXCLUSION**

Except as set forth above, this policy does not insure any loss or damage, claim, cost, expense or other sum directly or indirectly arising out of the discharge, dispersal, seepage, migration, release or escape of "pollutants" . "POLLUTANTS" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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### MINIMUM EARNED AND WIND MINIMUM EARNED PREMIUM ENDORSEMENT

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

This endorsement is a part of your Policy. Except for the changes it makes, all other terms of the Policy remain the same and apply to this endorsement:

#### MINIMUM EARNED AND WIND MINIMUM EARNED PREMIUM ENDORSEMENT

The following terms and conditions will apply to this Policy:

- 1. If the Named Insured cancels this Policy, removes a Location or reduces the amount of coverage on a Location, a minimum premium of 35% of the original Policy premium shall become earned.
  - Failure of the Named Insured to make timely payment of premium shall be considered a request by the Named Insured for the Company to cancel. In the event of such cancellation by the Company for non-payment of premium, the minimum premium shall be due and payable; provided, however, such non-payment cancellation shall be rescinded if the Named Insured remits the full premium due within 10 days of receiving it.
- 2. For Locations not "Exposed to Hurricane": If the Named Insured cancels this Policy, removes a Location or reduces the amount of coverage on a Location, the short rate return premium is 90% of applicable pro-rata premium subject to any Minimum Earned Premium stipulations in the Policy.
- 3. For Locations "Exposed to Hurricane": If the Named Insured cancels this Policy, removes a Location or reduces the amount of coverage on a Location and coverage existed any time during the period of June 1st to November 30th, the amount of premium the Company will return will be a percentage of the total premium determined using the below.

The Unearned Premium is the Location premium times the Unearned Factor noted below:

Days Policy In Force	Unearned Factor
1 to 180	20%
181 to 210	15%
211 to 240	10%
241 to 270	7.5%
271 to 300	5.0%
301 to 330	2.5%
331 to 365	0.0%

4. Subject to receipt of closing documents within 30 days of closing, this Policy allows pro-rata return premium for Locations sold, but not for loss of a management contract (unless the management contract is lost due to the sale of the property).

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- 5. Subject to receipt of closing documents, this Policy allows pro-rata additional premium for Locations purchased during the policy term.
- 6. For Locations "Exposed to Hurricane," if added or coverage increased at an existing Location, during the term of the Policy and coverage exists at any time during the period of June 1st to November 30th, the premium will be calculated at 100% of the annual rate, less the Unearned Factor noted in No. 3. above. Otherwise, it shall be pro-rata.
- 7. Locations of like kind and quality shall be added at the account rate, subject to the Unearned Factor noted in No. 3 above. Locations of differing kind or quality or Locations in Dade, Broward, Palm Beach, Pinellas, and Hillsborough counties of Florida must be approved by the Company prior to attachment.
- 8. If a Location is "Exposed to Hurricane," the provisions of this clause replace any short rate provisions stipulated in this Policy, all subject to the Minimum Earned Premium provisions.
- 9. "Exposed to Hurricane" is defined to include any Location within 100 miles of the closest saltwater of the Atlantic Ocean and/or the Gulf of Mexico and/or the Hawaii Islands.
- 10. Coverage cannot be increased, nor additional Locations added if they are "Exposed to Hurricane" and a Named Storm is in existence, unless with the express written consent of the Company.
- 11. Nothing herein will act to provide coverage outside the automatic acquisition clause elsewhere in the Policy.
- 12. In the event of a total loss or constructive total loss to Covered Property by a Covered Cause of Loss, the premium applicable to that Covered Property shall be fully earned and no return premium will be due to the Named Insured.

All other terms, conditions and exclusions of the Policy remain unchanged.

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#### **EQUIPMENT BREAKDOWN EXCLUSION ENDORSEMENT**

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

This endorsement is a part of your Policy. Except for the changes it makes, all other terms of the Policy remain the same and apply to this endorsement:

#### **EQUIPMENT BREAKDOWN EXCLUSION ENDORSEMENT**

Any other similar Exclusion within this Policy (or within any other Endorsement which forms part of this Policy) is deleted and replaced by the following:

This Policy excludes loss or damage due to:

- 1. Explosion in or of any of the following property: steam boilers, including equipment attached to and forming a part thereof; steam turbines; steam engines; steam pipes connecting any of the foregoing; or gas turbines; except that this exclusion shall not apply to explosion of accumulated gases or unconsumed fuel within the firebox or the combustion chamber of any fired vessel, other than gas turbines, or within the flues or passages which conduct the gases of combustion therefrom.
- **2.** Rupture, bursting, cracking, burning or bulging of any of the following property: steam boilers, including equipment attached to and forming a part thereof; steam turbines; steam engines; steam pipes connecting any of the foregoing; hot water boilers or other equipment for heating water; pressure vessels, including equipment attached to and forming a part thereof; or gas turbines.
- 3. Mechanical or machinery breakdown, including rupture or bursting caused by centrifugal force.
- **4**. Electrical injury or disturbance to electrical appliances, devices, fixtures, wiring, or other electrical or electronic equipment caused by electrical currents artificially generated.

All other terms and conditions of this policy remain unchanged.

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#### TERRORISM EXCLUSION ENDORSEMENT

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

This endorsement is a part of your Policy. Except for the changes it makes, all other terms of the Policy remain the same and apply to this endorsement:

#### TERRORISM EXCLUSION ENDORSEMENT

- A. The following definitions are added with respect to the provisions of this endorsement:
  - 1. "Terrorism" means activities against persons, organizations or property of any nature:
    - a. That involve the following or preparation for the following:
      - 1) Use or threat of force or violence; or
      - 2) Commission or threat of a dangerous act; or
      - 3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
    - b. When one or both of the following applies:
      - 1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
      - 2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
  - 2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy to which this endorsement is applicable and includes, but is not limited to, "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or Policy.
- B. The following exclusion is added:

#### **EXCLUSION OF TERRORISM**

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage.

C. Exception Covering Certain Fire Losses

If an incident of "terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such CSI-CPE-010-0622

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coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

#### 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 Hazard Exclusion or the War And Military Action Exclusion.

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#### **EXCLUSION OF LOSS DUE TO VIRUS AND OTHER MICROORGANISMS ENDORSEMENT**

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

This endorsement is a part of your Policy. Except for the changes it makes, all other terms of the Policy remain the same and apply to this endorsement:

#### **EXCLUSION OF LOSS DUE TO VIRUS AND OTHER MICROORGANISMS ENDORSEMENT**

- 1. The exclusion set forth in Paragraph 2. applies to all coverages under all forms and endorsements that comprise this Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- **2.** We will not pay for loss or damage caused by or resulting from any virus or other microorganism that induces or is capable of inducing physical distress, illness or disease.

However, this exclusion does not apply to loss or damage caused by or resulting from "Fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this policy.

- **3.** With respect to any loss or damage subject to the exclusion in Paragraph **2.**, such exclusion supersedes any exclusion relating to "pollutants".
- **4.** The following additional definitions apply to this Endorsement:
  - (a) "Fungus" means any plants or organisms belonging to the major group fungi, lacking chlorophyll, and including "Mold", rust, "Mildew", smuts, mushrooms, and yeasts;
  - (b) "Mold" means any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce "Molds".
  - (c) "Mildew" means a thin whitish coating of minute fungal hyphae produced on, among other things, organic matter or living organisms.
  - (d) "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smog, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, which after its release can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to property insured hereunder, including, but not limited to, bacteria, virus, or hazardous substances as listed in the Federal Water Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, and Toxic Substances Control Act or as designated by the U. S. Environmental Protection Agency. Waste includes materials to be recycled, reconditioned or reclaimed.

All other terms and conditions of this Policy remain unchanged.

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# NUCLEAR, BIOLOGICAL, CHEMICAL AND RADIOLOGICAL EXCLUSION ENDORSEMENT THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement is a part of your Policy. Except for the changes it makes, all other terms of the Policy remain the same and apply to this endorsement:

#### NUCLEAR, BIOLOGICAL, CHEMICAL AND RADIOLOGICAL EXCLUSION ENDORSEMENT

This Policy will not pay for any loss, damage, cost or expense, whether real or alleged, that is caused, results from, is exacerbated by or otherwise impacted by, either directly or indirectly, any of the following:

- 1. Nuclear Hazard including, but not limited to, nuclear reaction, nuclear detonation, nuclear radiation, radioactive contamination and all agents, materials, products or substances, whether engineered or naturally occurring, involved therein or released thereby:
- 2. 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;
- 3. Chemical Hazard including, but not limited to, any chemical agent, material, product or substance;
- Radioactive Hazard including, but not limited to, any electromagnetic, optical, or ionizing radiation or energy, including all generators and emitters thereof, whether engineered or naturally occurring.

The provisions of subparagraphs 1, 2, 3, and 4 will not apply and we will pay up to a maximum of \$10,000 for any and all claims for such loss or damage arising out of events occurring within the term of this policy:

Where the agent, material, product or substance at issue is utilized in the course of business by a Named Insured; and

The discharge, dispersal, seepage, migration, release, escape or application of the pathogenic or poisonous nuclear, biological, chemical, or radioactive materials is accidental and is not the result of a wilful or malicious act against any persons, organizations, or property of any nature.

Only if, and to the extent required by state law, the following exception to the exclusion applies:

If a hazard excluded herein results in fire (and provided fire is a covered cause of loss), this policy will pay for the loss, damage, cost or expense caused by that fire, subject to all applicable policy provisions including the Limit of Liability on the affected covered property. Such coverage for fire applies only to direct loss or damage by fire to covered property. This coverage does not apply to insurance provided under Time Element coverages, including but not limited to, Business Income, Rental Value or Extra Expense coverage or endorsements that apply to those coverages

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#### WAR OR WARLIKE ACTION EXCLUSIONS ENDORSEMENT

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

This endorsement is a part of your Policy. Except for the changes it makes, all other terms of the Policy remain the same and apply to this endorsement:

#### WAR OR WARLIKE ACTION EXCLUSIONS ENDORSEMENT

This policy does not insure any loss or damage, claim, cost, expense or other sum directly or indirectly arising out of War, hostile or warlike action in time of peace or war, whether or not declared, including action in hindering, combating, or defending against an actual, impending, or expected attack:

- 1. By any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval, or air forces; or
- 2. By military, naval, or air forces; or
- 3. By an agent of any such government, power, authority, or force.

Any weapon of war employing atomic fission or radioactive force, whether in time of peace or war, whether or not its discharge was accidental; or

Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such occurrence, seizure or destruction;

Including any consequence of paragraphs listed herein.

All other terms and condition of the Policy remain unchanged.

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### CYBER, ELECTRONIC DATA AND SYSTEMS EXCLUSION ENDORSEMENT

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

This endorsement is a part of your Policy. Except for the changes it makes, all other terms of the Policy remain the same and apply to this endorsement:

#### CYBER, ELECTRONIC DATA AND SYSTEMS EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### ALL COVERAGE PARTS

Notwithstanding any provision to the contrary within the Policy or any endorsements attached thereto, it is understood and agreed as follows:

#### **EXCLUSION:**

This Policy does not insure any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or any loss of access, any loss of use, reduction in functionality, cost, expense of any kind or of any nature whatsoever resulting therefrom.

Further, this Policy does not insure any loss or damage that directly or indirectly results from loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus).

Such loss or damage as described herein is excluded regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage.

This exclusion applies regardless of whether the loss or damage arises out of or results from authorized, unauthorized, intentional, unintentional or accidental access in, of, or to any computer, communication system, file server, network(s), networking equipment, computer system, computer hardware, computer software, data processing equipment, computer memory, microchip, microprocessor, integrated circuit or similar device.

Electronic Data means facts, concepts and information recorded, transmitted or converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. Electronic Data also includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer Virus means a set of corrupting, harmful or otherwise unauthorized instructions or code including, but not limited to any set of maliciously, intentionally, unintentionally or accidentally introduced instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature located anywhere in the world. Computer Virus includes, but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

However, in the event that a peril insured by this Policy results from any of the matters described herein, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage to insured property that was directly caused by such peril insured by this Policy and occurring within the Policy Period.

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#### SERVICE OF SUIT ENDORSEMENT

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

This endorsement is a part of your Policy. Except for the changes it makes, all other terms of the Policy remain the same and apply to this endorsement:

#### SERVICE OF SUIT ENDORSEMENT

In the event of our failure to pay any amount claimed to be due under this Policy, we agree to submit to the jurisdiction of any court of competent jurisdiction within the United States in which a suit for those amounts may be brought. Nothing in this condition constitutes or should be understood to constitute a waiver of our 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.

Service of process in such suit may be made upon:

Robert Kuzloski Legal Department StarStone US Companies 412 Mt. Kemble Avenue, Suite G-60 Morristown, New Jersey 07960

Tel: 917 704 6008

Email: Robert.Kuzloski@corespecialty.com

www.corespecialty.com

or his or her representative, and that in any suit instituted against us with respect to this Policy, we will abide by the final decision of such court or of any appellate court in the event of an appeal.

To the extent required by the express provisions of any statute of any state, territory, or district of the United States, we hereby designate the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his successor or successors in office as our true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by you or on your behalf or any beneficiary hereunder arising out of this Policy, and we hereby designate the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

All other terms and conditions of this policy remain unchanged.

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#### JOINT LOSS AGREEMENT ENDORSEMENT

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

This endorsement is a part of your Policy. Except for the changes it makes, all other terms of the Policy remain the same and apply to this endorsement:

#### JOINT LOSS AGREEMENT ENDORSEMENT

It is agreed that:

- A. If, at the time of loss, a policy insuring boiler and machinery and/or mechanical breakdown exists which may insure the same property subject to a claim under this Policy; and
- B. If there is disagreement between the Company and any other insurer involved in the claim either as to:
  - Whether such loss or damage was caused by a peril insured against by this Policy or by an accident insured against by such boiler and machinery and/or mechanical breakdown Insurance policy; or
  - The extent of participation of this policy and of such boiler and machinery and/or mechanical breakdown insurance policy, then;
- C. Upon the Insured receiving one half of the claims payment from the insurer issuing the boiler and machinery and/or mechanical breakdown insurance policy, this Company shall, upon written request of the Insured, pay the Insured the Company's proportional share of the remaining one-half of the amount of the loss which is in disagreement, but in no event for more than this Company would have paid if there had been no boiler and machinery and/or mechanical breakdown insurance policy in effect, subject to the following conditions:
  - The amount of the claim which is in disagreement, after making provisions for any undisputed claims payable under the said policies and after the amount of the claim is agreed upon by the Insured and the Company, is limited to the minimum amount remaining payable under either the boiler and machinery and/or mechanical breakdown insurance policy or this Policy;
  - The Insured agrees that any payment(s) made under this endorsement shall be returned if the boiler and machinery insurer does not submit to and proceed with arbitration within ninety (90) days of receipt of such payment(s) as per the APPRAISAL provision of this Policy, and the Insured agrees to cooperate, but not intervene, with such arbitration;
  - 3) This endorsement shall not apply unless such other policy issued by the boiler and machinery insurer is similarly endorsed;
  - 4) Acceptance by the Insured of sums paid pursuant to these provisions shall not alter, waive, surrender or in any way affect the rights of the Insured against the Company.

All other terms and conditions of this policy remain unchanged.

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### SEVERAL LIABILITY ENDORSEMENT THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. This endorsement does not change any other provision of the insurance policy and takes effect on the effective date of this insurance policy unless another effective date is shown.

The Insurer's and/or Company's liability under this Policy for covered losses is several and not joint with other insurers party to this contract. The Insurer(s) and/or Company(s) are liable only for the proportion of liability it has underwritten. The Insurer(s) and/or Company(s) are not jointly liable for the proportion of liability underwritten by any other insurer. Nor are the Insurer(s) and/or Company(s) otherwise responsible for any liability of any other insurer that may underwrite this policy.

The Insurer's and/or Company's liability may not be increased in the event that any other insurer or other party to this contract who for any reason does not satisfy all or part of its obligations.

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

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### PRE-EXISTING DAMAGE EXCLUSION ENDORSEMENT THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement is a part of your Policy. Except for the changes it makes, all other terms of the Policy remain the same and apply to this endorsement.

#### PRE-EXISTING DAMAGE EXCLUSION ENDORSEMENT

There is no coverage under this Policy for loss or damage caused directly or indirectly by the following exclusion. Such loss or damage is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss or damage. This exclusion applies whether or not the loss event results in widespread damage or affects a substantial area:

Loss or damage arising out of pre-existing damage as outlined below:

- a. A Building or any part of a Building that is in danger of falling down or caving in,
- b. Any part of a Building that has separated from another part of the Building, or
- c. A Building or any part of a Building that is standing which shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

All other terms and conditions of this Policy remain unchanged.

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#### TERRORISM RISK INSURANCE ACT REJECTION ENDORSEMENT

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

This endorsement is a part of your Policy. Except for the changes it makes, all other terms of the Policy remain the same and apply to this endorsement:

#### TERRORISM RISK INSURANCE ACT REJECTION ENDORSEMENT

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as and extended by the Terrorism Risk Insurance Insurance Program Reauthorization Act of 2015 summarized in the disclosure notice.

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

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

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

All other terms and conditions of the policy remain unchanged.

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#### OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT

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

This endorsement is a part of your Policy. Except for the changes it makes, all other terms of the Policy remain the same and apply to this endorsement:

#### OCCURRENCE LIMIT OF LIABIILTY ENDORSEMENT

The following special terms and conditions apply to this policy:

- The Limit of Liability or Amount of Insurance shown on the Declarations Page of this Policy, or endorsed onto this Policy, is the total limit of the Company's liability applicable to each occurrence. Notwithstanding any other terms and conditions of this Policy, in no event shall the liability of the Company exceed this limit or amount, irrespective of the number of locations involved.
- 2. The premium for this Policy is based upon the Statement of Values on file with the Company or attached to this Policy. In the event of loss hereunder, liability of the Company, subject to the terms of paragraph one (1) above, shall be limited to the least of the following:
  - a. The actual adjusted amount of loss, less applicable deductible(s).
  - b. 100% of the individually stated value for each schedule item of property insured, as shown on the latest Statement of Values on file with the Company, less the applicable deductible(s).
  - c. The Limit of Liability or Amount of Insurance shown on the face of this policy or endorsed onto this policy.

All other terms and conditions of this policy remain unchanged.

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#### **ROOF VALUATION ENDORSEMENT**

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

This endorsement is a part of your Policy. Except for the changes it makes, all other terms of the Policy remain the same and apply to this endorsement.

#### **ROOF VALUATION ENDORSEMENT**

Any damage to an existing roof that has been in place on an insured building or structure for 15 years or longer will be subject to actual cash valuation, as defined by the Policy.

Roof shall be defined to include any material used in conjunction with a roof's construction including, but not limited to, shingles, shakes, flashing, sheeting, and insulation.

All other terms and conditions of this Policy remain unchanged.

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