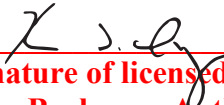


Policy Number: JEMWDBB00400-00

Insured Name: Audubon Trace Condominium Association, Inc

NOTICE:

This insurance policy is delivered as surplus line coverage under the Louisiana insurance code. In the event of insolvency of the company issuing the contract, the policyholder or claimant is not covered by the Louisiana Insurance Guaranty Association or the Life and Health Insurance Guaranty Association, which guarantees only specific types of issued by insurance companies authorized to do business in Louisiana. This surplus lines policy has been procured by the following licensed Louisiana surplus lines broker:



Signature of licensed Louisiana Surplus Lines Broker or Authorized Representative

Kieran Dempsey

Printed name of Licensed Louisiana Surplus Lines Broker

Policy Premium	<u>\$179,470.00</u>
Surplus Lines Tax	<u>\$8,728.55</u>
Stamping Fee	<u>\$0.00</u>
Policy Fee	<u>\$0.00</u>
Carrier Policy Fee	<u>\$500.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
Total	<u>\$188,698.55</u>



Lloyd's Certificate

This Insurance is effected with certain Underwriters at Lloyd's, London.

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Assured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

JEM Underwriting Mangers, LLC
180 North Stetson
#4600
Chicago, IL 60601

CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Service of Suit.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the firm or person named in item 8 of the attached Declaration Page, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted. Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.

5. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
6. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
7. **Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

Short Rate Cancellation Table For Term of One Year.

Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium
1	5%	66 - 69	29%	154 - 156	53%	256 - 260	77%
2	6	70 - 73	30	157 - 160	54	261 - 264	78
3 - 4	7	74 - 76	31	161 - 164	55	265 - 269	79
5 - 6	8	77 - 80	32	165 - 167	56	270 - 273 (9 mos)	80
7 - 8	9	81 - 83	33	168 - 171	57	274 - 278	81
9 - 10	10	84 - 87	34	172 - 175	58	279 - 282	82
11 - 12	11	88 - 91 (3 mos)	35	176 - 178	59	283 - 287	83
13 - 14	12	92 - 94	36	179 - 182 (6 mos)	60	288 - 291	84
15 - 16	13	95 - 98	37	183 - 187	61	292 - 296	85
17 - 18	14	99 - 102	38	188 - 191	62	297 - 301	86
19 - 20	15	103 - 105	39	192 - 196	63	302 - 305 (10 mos)	87
21 - 22	16	106 - 109	40	197 - 200	64	306 - 310	88
23 - 25	17	110 - 113	41	201 - 205	65	311 - 314	89
26 - 29	18	114 - 116	42	206 - 209	66	315 - 319	90
30 - 32 (1 mos)	19	117 - 120	43	210 - 214 (7 mos)	67	320 - 323	91
33 - 36	20	121 - 124 (4 mos)	44	215 - 218	68	324 - 328	92
37 - 40	21	125 - 127	45	219 - 223	69	329 - 332	93
41 - 43	22	128 - 131	46	224 - 228	70	333 - 337 (11 mos)	94
44 - 47	23	132 - 135	47	229 - 232	71	338 - 342	95
48 - 51	24	136 - 138	48	233 - 237	72	343 - 346	96
52 - 54	25	139 - 142	49	238 - 241	73	347 - 351	97
55 - 58	26	143 - 146	50	242 - 246 (8 mos)	74	352 - 355	98
59 - 62 (2 mos)	27	147 - 149	51	247 - 250	75	356 - 360	99
63 - 65	28	150 - 153 (5 mos)	52	251 - 255	76	361 - 365 (12 mos)	100

Rules applicable to insurance with terms less than or more than one year:

- A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.
- B. If insurance has been in force for more than one year:
 1. Determine full annual premium as for insurance written for a term of one year.
 2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written.
 3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

This Declaration Page is attached to and forms part of Certificate provisions (Form SLC-3 USA NMA2868)

Previous No. New

Authority Ref. No. B0775TJ191A23

Certificate No. JEMWDBB00400-00

1. Name and address of the Assured:

Audubon Trace Condominium Association, Inc
4117 South Drive
Jefferson, LA 70121

2. Effective from: 5/30/2023 to: 5/30/2024
both days at 12:01 a.m. standard time at the address of the Assured.

3. Insurance is effective with certain UNDERWRITERS AT LLOYD'S LONDON

Percentage 100%

4. Amount: See attached schedule for perils and limits of liability

Premium: \$179,470 = (Non-Terrorism Premium: \$179,470 + Terrorism Premium \$0)

Fees: \$500 Policy Fee

5. Forms attached hereto and special conditions:

See schedule of forms attached

6. Service of Suit may be made upon:

Lloyd's America Inc.
Attention Legal Department
280 Park Avenue, East Tower, 25th Floor
New York, NY 10017

7. In the event of a claim, please notify the following

Peninsula Insurance Bureau
6065 NW 167 Street, Suite B1
Miami, FL 33015

8. In the event that you wish to make a complaint, in the first instance please contact the following:

JEM Underwriting Managers, LLC
Prudential Plaza,
180 N. Stetson Avenue, Suite 4600
Chicago, IL 60601

Dated: 8/24/2023

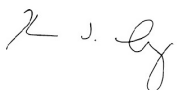
By:



Correspondent

JEM-DBB-036 (01-21)

JEM Underwriting Managers, LLC is a Delaware limited liability company and a subsidiary of Ryan Specialty, LLC. In California: JEM Insurance Services, LLC (License # 6006842).



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: JEMWDBB00400-00

- 1 **Name of the Insured:** Audubon Trace Condominium Association, Inc
and as stated or defined in the Policy/ies of the Overlying Insurers.
2. **Address of the Insured:**
4117 South Drive
Jefferson, LA 70121
3. **Policy Period:**
From: 5/30/2023 to 5/30/2024 both days at the time as stated in the Policy/ies of the Overlying Insurers.
This **Policy** will not automatically renew: The **Underwriter** gives notice that cover will terminate and not be renewed at the expiration of the **Policy Period** unless a new agreement is reached between the **Underwriter** and the **Insured**. This is for the purpose of review for those jurisdictions where tacit renewal applies and does not signal the unwillingness of the **Underwriter** to renew the cover from year to year.
4. **Perils Insured:** All Wind and Hail
5. **The Property or Interest:** See Schedule Attached
6. **The Property is located or contained at:** See Schedule Attached
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:**
- (a) **Insurer(s):** AmRisc
 - (b) **Policy Number(s):** AMR5836206
 - (c) **Deductible(s) for the Perils Insured by this Policy:** \$3,778,372 (Per Occurrence)
9. **Insured's Retention:** \$1,889,186 (Per Occurrence)
10. **Maximum Amount Payable: under this Policy:** \$1,889,186 (Per Occurrence)
N/A
11. **Nominee for Notice of Claim:** Peninsula Insurance Bureau
6065 NW 167 Street, Suite B1
Miami, FL 33015
12. **Name and address of the Insurance Broker:** Guy Carpenter & Company, LTD
Tower Place
London, EC3R 5BU
13. **Premium:** US \$179,470
100.00% Minimum Earned Premium is deemed earned at the Inception Date of this **Policy**
- Due Date: 60 days from the Inception Date of this **Policy**
14. **Policy Disputes:**
- Law: Any dispute concerning the interpretation of this **Policy**, or concerning the validity of this **Policy**, will be determined in accordance with the law of the State of Illinois.
 - Jurisdiction: 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.
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.

16. Time Element Coverage:
(Section VI of this **Policy**)

Included / Not included {NB: *delete as applicable*}

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.

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**.

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, and 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 AEGIS Syndicate 1225 at Lloyd's.
- O. **Us / We / Our** means AEGIS Syndicate 1225 at Lloyd's.
- 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

1. The **Insured** may cancel this **Policy** at any time by mailing or delivering to the **Underwriter** written notice of cancellation;
2. The **Underwriter** may cancel this **Policy**
 - a. at the date set forth in the Premium Payment Condition stated in the Schedule if the **Underwriter** cancels for non-payment of premium; or
 - b. by mailing or delivering to the **Insured**, or by mailing or delivering to the **Insurance Broker**, by registered, certified, or other first class mail, written notice of cancellation at least sixty (60) days before the effective date of cancellation if the **Underwriter** cancels for any other reason. The mailing of such notice shall be sufficient proof of notice and this **Policy** shall terminate at the date and hour specified in such notice.
3. The **Underwriter** will mail or deliver their notice to the **Insured's** address stated in the Schedule;
4. If the notice period for any cancellation of the **Policy** by the **Underwriter** is prohibited or made void by any law controlling the construction thereof, such notice period shall be deemed to be amended so as to be equal to the minimum period permitted by such law.
5. In the event of cancellation as described above, premium is due to the **Underwriter** on a pro rata basis for the period that the **Underwriter** is on risk, subject always to the amount stated in the Schedule as Minimum Earned Premium being deemed fully earned at the Inception Date, but the full premium for this **Policy** shall be payable to the **Underwriter** in the event that loss or damage gives rise to a valid claim for indemnity under this **Policy** (subject to all the terms and conditions of this **Policy**) prior to the date of cancellation.
6. Notice of cancellation given by or to the **Insured** shall constitute notice by and to all **Insureds** under the **Policy**;
7. If, during the **Policy Period**, there has been either a claim on the **Policy** or the **Underwriter** has been notified of an Occurrence that they deem 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. Payment of premium shall be made by the **Insured** by the Due Date stated in the Schedule to the **Underwriter**. If the **Insured** fails to pay the premium due to the **Underwriter** by such Due Date, the **Underwriter** may issue notice of cancellation to the **Insured** in accordance with the provisions of General Condition C (Cancellation). 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

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**.

SECTION VI Time Element Coverage Extension

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.

Location Schedule

Loc. #	Bldg. #	Designated Premises (Address, City, State, Zip code)	Protection Class	Construction and Occupancy
1	1	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	2	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	3	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	4	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	5	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	6	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	7	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	8	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	9	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	10	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	11	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	12	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	13	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	14	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	15	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	16	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	17	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	18	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	19	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	20	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	21	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	22	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	23	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	24	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	25	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	26	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	27	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	28	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	29	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	30	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	31	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	32	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	33	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	34	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	35	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	36	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	37	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos

Location Schedule

1	38	4100 Jefferson Hwy., Jefferson, LA 70121		Frame, Condos
1	39	4117 South Dr., Jefferson, LA 70121		Frame, Condos

SCHEDULE OF FORMS AND ENDORSEMENTS

The Forms and Endorsement listed below are attached to and change the policy.

Form Number	Form Name
JEM-DBB-035 (01-21)	Lloyd's Certificate SLC-3 (USA)
JEM-DBB-007 (01-23)	Deductible Buy Back - Stevens 22 (USA)
JEM-DBB-001 (01-21)	Applicable Law (U.S.A)
JEM-DBB-002 (01-21)	Asbestos Endorsement
JEM-DBB-003 (01-21)	Biological or Chemical Materials Exclusion
JEM-DBB-006 (01-21)	Cancellation Clause
JEM-DBB-028 (01-21)	Schedule of Locations
JEM-DBB-027 (01-21)	Schedule of Forms and Endorsements
JEM-DBB-008 (01-21)	Electronic Date Recognition Exclusion (EDRE)
JEM-DBB-013 (01-21)	Fraudulent Claims Clause
JEM-DBB-018 (01-21)	Land, Water and Air Exclusion Clause
JEM-DBB-019 (01-21)	Lloyd's Privacy Policy Statement
JEM-DBB-020 (01-21)	Louisiana Disclosure Notice (Commercial and Fire Insurances)
JEM-DBB-021 (01-21)	Microorganism Exclusion (Absolute)
JEM-DBB-022 (01-21)	Nuclear Incident Exclusion Clause - Liability Direct (Broad)
JEM-DBB-023 (01-21)	Pre-Existing Damage Provision
JEM-DBB-024 (01-21)	Property Cyber and Data Exclusion
JEM-DBB-025 (01-21)	Radioactive Contamination Exclusion Clause Physical Damage – Direct
JEM-DBB-026 (01-21)	Sanctions Limitation and Exclusion Clause
JEM-DBB-049 (01-22)	Seepage & Pollution, Land, Air, Water Exclusion & Debris Removal Endorsement
JEM-DBB-032 (01-21)	Service of Suit Clause (USA)
JEM-DBB-034 (01-21)	Several Liability Clause (Insurance)
JEM-DBB-041 (01-21)	U.S. Terrorism Risk Insurance Act of 2002 As Amended Not Purchased Clause
JEM-DBB-042 (01-21)	U.S. Treasury Department's Office of Foreign Assets Control ('OFAC') Advisory to Policyholders
JEM-DBB-044 (01-21)	War and Civil War Exclusion Clause
JEM-DBB-045 (01-21)	War and Terrorism Exclusion Endorsement
JEM-DBB-030 (01-23)	Security Schedule

APPLICABLE LAW (U.S.A.)

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

14/09/2005

LMA5021

Form approved by Lloyd's Market Association

ASBESTOS ENDORSEMENT

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

fire; explosion; lightning; windstorm; hail; direct impact of vehicle, aircraft or vessel; riot or civil commotion, vandalism or malicious mischief; or accidental discharge of fire protective equipment.

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

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

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

14/09/2005

LMA5019

Form approved by Lloyd's Market Association

BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION

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

NMA2962
06/02/03

Form approved by Lloyd's Market Association

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION CLAUSE

NOTWITHSTANDING anything contained in this Insurance to the contrary this Insurance may be cancelled by the Assured at any time by written notice or by surrendering of this Contract of Insurance. This Insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Assured or by mailing to the Assured, by registered, certified or other first class mail, at the Assured's address as shown in this Insurance, written notice stating when, not less than 10 days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

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

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

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

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

20/4/61
NMA1331

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 any 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.

Form approved by Lloyd's Market Association
17/12/97
NMA2802

FRAUDULENT CLAIM CLAUSE

If the (re)insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this contract shall become void and all claim hereunder shall be forfeited.

LMA5062

04/06/2006

Form approved by Lloyd's Market Association

LAND, WATER AND AIR EXCLUSION

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

LLOYD'S PRIVACY POLICY STATEMENT

UNDERWRITERS AT LLOYD'S, LONDON

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

INFORMATION WE COLLECT

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

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

INFORMATION WE DISCLOSE

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

CONFIDENTIALITY AND SECURITY

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

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

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

CONTACTING US

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

06/03

LSW1135B

**IMPORTANT INFORMATION REQUIRED BY THE
LOUISIANA DEPARTMENT OF INSURANCE**

**Fire Insurance Policy Coverage Disclosure Summary
(other than Homeowners)**

Or

**Commercial Insurance Policy Coverage Disclosure Summary
This form is promulgated pursuant to LSA-R.S. 22:1319**

THIS IS ONLY A SUMMARY OF YOUR COVERAGE AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGES OR ANY OTHER PROVISIONS CONTAINED IN YOUR POLICY. INSURANCE IS A CONTRACT. THE LANGUAGE IN YOUR POLICY CONTROLS YOUR LEGAL RIGHTS AND OBLIGATIONS.

**** READ YOUR INSURANCE POLICY
FOR COMPLETE POLICY TERMS AND CONDITIONS****

COVERAGE(S) FOR WHICH PREMIUM WAS PAID

Property

DEDUCTIBLES

This policy sets forth certain deductibles that will be applied to claims for damages. When applicable, a deductible will be subtracted from your total claim and you will be paid the balance subject to applicable coverage limits.

- You may be able to reduce your premium by increasing your deductible. Contact your producer (agent) or insurer for details.**

NOTICE: This policy does set forth a separate deductible for covered losses caused by [*hurricane; wind; named storm*] as defined in the policy.

Separate Deductible Examples - Hurricane, Wind or Named Storm Damage.

If applicable, the following illustrates how a separate deductible applying to hurricane, wind or named storm damage is applied under your policy:

Utilizing the standardized example prepared by the LDOI if this standardized example properly reflects how a separate deductible is applied to a hurricane, wind, or named storm damage loss under the policy:

The following assumes no co-insurance penalty and a 2% hurricane, wind, or named storm deductible. The amounts of loss to the damaged property are \$50,000 (building) and \$20,000 (business personal property).

Limits of insurance on building	\$ 100,000.00
Total amount of building loss	\$ 50,000.00
Less 2% deductible (\$100,000 x .02)	- \$ 2,000.00
Net payment to insured for building loss	\$ 48,000.00

Limits of insurance on the business personal property	\$ 50,000.00
Total amount of business personal property loss	\$ 20,000.00
Less 2% deductible (\$50,000 x .02)	- \$ 1,000.00

Net payment to insured for business personal property loss	\$ 19,000.00
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Total net payment to insured for building and business personal property loss (\$48,000 + \$19,000)	\$ 67,000.00
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TO SEE EXACTLY HOW YOUR SEPARATE HURRICANE, WIND OR NAMED STORM DEDUCTIBLE WILL APPLY, PLEASE REFER TO YOUR POLICY.

LIMITATIONS OR EXCLUSIONS UNDER THIS POLICY

FLOOD - Flood damage is covered, regardless of how caused, when flood is the peril that causes the loss. Flood water includes, but is not limited to, storm surge, waves, tidal water, overflow of a body of water, whether driven by wind or not.

Flood Insurance may be available through the National Flood Insurance Program (NFIP). NFIP flood insurance may provide coverage for damage to your dwelling or building and/or contents subject to the coverage limits and terms of the policy.

Excess Flood Insurance may be available under a separate policy, from this or another insurer, if the amount of the primary flood insurance is not enough to cover the value of your property.

- You may contact your producer (agent) or insurer for more information on the NFIP and excess flood insurance.

MOLD - Damage caused solely by mold is not covered under this policy.

****FOR ALL OTHER LIMITATIONS OR EXCLUSIONS REFER TO YOUR POLICY
FOR COMPLETE DETAILS ON TERMS AND PROVISIONS****

01/01/10
LSW1667A

MICROORGANISM EXCLUSION (ABSOLUTE)

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

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

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

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

14/09/2005

LMA5018

Form approved by Lloyd's Market Association

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
 - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

17/3/60
NMA1256

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Pre-Existing Damage Provision

It is understood and agreed that this policy shall exclude any loss of damage directly or indirectly caused by, resulting from or contributed to by any pre-existing building damage at the time of this Certificate's or policy's inception. This exclusion shall be removed upon substantial completion of repair or reconstruction of the damaged building.

PROPERTY CYBER AND DATA EXCLUSION

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

Definitions

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

LMA5401

11 November 2019

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

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

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

7/5/59
NMA1191

SANCTION LIMITATION AND EXCLUSION CLAUSE

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

15/09/10

LMA3100

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

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

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

It is further agreed that service of process in such suit may be made upon Lloyd's America Inc., Attention Legal Department, 280 Park Avenue, East Tower, 25th Floor, New York, NY 10017 and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

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

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

14/09/2005

LMA5020

Form approved by Lloyd's Market Association

SEEPAGE & POLLUTION, LAND, AIR WATER EXCLUSION & DEBRIS REMOVAL ENDORSEMENT

LAND, WATER AND AIR EXCLUSION

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

SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION

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

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

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

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

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

DEBRIS REMOVAL ENDORSEMENT

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

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

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

1. In the event of direct physical damage to or destruction of property, for which Underwriters hereon agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay (hereinafter referred to as "Damage or Destruction"), this Policy also insures, within the Sum Insured, subject to the limitations and method of calculation below, and to all the other terms and conditions of the Policy, costs or expenses;
 - (a) which are reasonably and necessarily incurred by the Assured in the removal, from the premises of the Assured at which the Damage or Destruction occurred, of debris which results from the Damage or Destruction; and
 - (b) of which the Assured becomes aware and advises the amount thereof to Underwriters hereon within one year of the commencement of such Damage or Destruction.
 - (c) The Underwriters shall not be liable for any debris removal cost or expense associated with removing contaminated or polluted uninsured property, nor the Pollutants or Contaminants therein or thereon, whether or not such contamination results from a Covered Cause of Loss.
2. In calculating the amount, if any, payable under this Policy for loss where costs or expenses for removal of debris are incurred by the Assured (subject to the limitations in paragraph 1 above):
 - (a) the maximum amount of such costs or expenses that can be included in the method of calculation set out in (b) below shall be the lesser of **US\$See Sublimits of Liability** of the amount of the Damage or Destruction from which such costs or expenses result; and
 - (b) the amount of such costs or expenses as limited in (a) above shall be added to:
 - (i) the amount of the Damage or Destruction; and
 - (ii) all other amounts of loss, which arise as a result of the same occurrence, and for which Underwriters hereon also agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay; and

the resulting sum shall be the amount to which any deductible or underlying amount to which this Policy is subject and the limit (or applicable sub-limit) of this Policy, shall be applied.

NMA2340 (Amended)
24 November 1988

SEVERAL LIABILITY CLAUSE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LSW1001 (Insurance)

**U.S. Terrorism Risk Insurance Act of 2002 as amended
Not Purchased Clause**

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as 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.

LMA5390

09 January 2020

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

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

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

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

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR AND CIVIL WAR EXCLUSION CLAUSE

(Approved by Lloyd's Underwriters' Non-Marine Association)

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

1/1/38
NMA464

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR AND TERRORISM EXCLUSION ENDORSEMENT

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

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

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

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

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

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

08/10/01
NMA2918

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Attaching To and Forming Part Of Binding Authority Agreement

SCHEDULE OF CERTAIN UNDERWRITERS AT LLOYD'S OF LONDON PARTICIPATING HEREON:

Syndicates	Signed Line
AEGIS Syndicate No. 1225	100.00%
Total:	100.00%