XL Insurance

REGULATORY OFFICE
505 Eagleview Blvd., Ste. 100
Dept: Regulatory
Exton, PA 19341-1120
Telephone: 800-688-1840

COMMERCIAL LINES POLICY
COMMON POLICY DECLARATIONS

Company:	XL Specialty Insurance Company		
Policy Number:	UM00170521MA25A	**Renewal Of:**	UM00170521MA24A

Policy Period			
Effective Date:	December 15, 2025	**Expiration Date:**	December 15, 2026
AT 12:01 A.M., Standard Time at your mailing address shown below			

Named Insured and Address:
Ventura Country Club Community Homeowners Association, Inc. 3333 Woodgate Boulevard Orlando, FL 32822

Producer and Address:	Assured Partners 300 Colonial Center Parkway Suite 270 Lake Mary, FL 32746
Business Description:	Homeowners Association
Form of Business:	Organization, including a Corporation

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

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

		PREMIUM
Scheduled Property Floater	$	9,183.00
Premium for Certified Acts of Terrorism	$	92.00
FL Insurance Guarantee Fund Assessment	$	92.75
Total	$	9,367.75

Flood Coverage
EXCLUDED

AssuredPartners

Separate Wind/Hail
Deductible Applies

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THESE DECLARATIONS TOGETHER WITH ANY APPLICABLE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART HEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Number	Description
IL MP 9104 0124 XLS	In Witness - XL Specialty Insurance Company
IXI 300 0712	Schedule Of Taxes, Surcharges Or Fees
IXI 400 0906	Countersignature Endorsement
IXV 517-FL 0321	Florida Communicable Disease Exclusion Endorsement
CL 0100 03 99	Common Policy Conditions
CL 0160 08 23	Amendatory Endorsement Florida
CL 0600 01 15	Certified Terrorism Loss
CL 0700 10 06	Virus Or Bacteria Exclusion
IM 2019 08 09	Amendatory Endorsement Florida
IM 7500 10 09	Scheduled Property Floater
IM 7506 01 12	Schedule Of Coverages Scheduled Property Floater
IM 7854 04 04	Loss Payable Options
IM 7855 02 09	Replacement Cost Endorsement
IM 7902 01 12	Loss Payable Schedule
IXI 403a 07 14	Windstorm Deductible

Date: October 24, 2025

By: _____
(Authorized Representative)
Lucy Pilko, President

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IN WITNESS

XL SPECIALTY INSURANCE COMPANY

REGULATORY OFFICE
505 EAGLEVIEW BOULEVARD, SUITE 100
DEPARTMENT: REGULATORY
EXTON, PA 19341-1120
PHONE: 800-688-1840

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

All other provisions remain unchanged.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

Lucy Pilko
President

Toni Ann Perkins
Secretary

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ENDORSEMENT

This endorsement, effective 12:01 a.m., December 15, 2025 forms a part of Policy No. UM00170521MA25A issued to Ventura Country Club Community Homeowners Association, Inc. by XL Specialty Insurance Company

SCHEDULE OF TAXES, SURCHARGES OR FEES

State	Surcharge, Tax or Fee Name	Taxing Jurisdiction (For Kentucky Municipal Tax)		Amount
FL	Insurance Guarantee Fund Assessment		$	92.75

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COUNTERSIGNATURE ENDORSEMENT

Policy Number: UM00170521MA25A

Company: XL Specialty Insurance Company

Named Insured: Ventura Country Club Community Homeowners Association, Inc.

State	Premium
FL	$9,275

The signature shown on this endorsement complies with the countersignature laws and regulations of the State shown.

Date of Countersignature October 24, 2025

(month, day and year)

Licensed Producer – Mark Sacco

ENDORSEMENT

This endorsement, effective 12:01 a.m., December 15, 2025 forms a part of Policy No. UM00170521MA25A issued to Ventura Country Club Community Homeowners Association, Inc. by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT

This endorsement modifies the policy identified above and is subject to all definitions in that policy.

The policy is amended to include the following:

Notwithstanding any provision to the contrary within this policy or any endorsement attached thereto, this policy does not insure any loss, damage, claim, cost, expense, or other sum of any nature directly or indirectly based upon, arising out of, attributed to, caused by, or relating to:

1. any **Communicable Disease**;

2. any fear or threat (whether actual or perceived) of any **Communicable Disease**; or

3. any act, error, or omission in controlling, preventing, or suppressing, or failing to control, prevent, or suppress, or in any way relating to any outbreak of any **Communicable Disease**.

This exclusion applies regardless of any other cause or event contributing concurrently or in any other sequence with or to such loss, damage, claim, cost, expense, or other sum.

Any actual, alleged, threatened, perceived, or suspected presence or existence of any **Communicable Disease** at, on, in, affecting, impacting, or impairing any property, or preventing any use of any property, shall not constitute physical loss or damage.

However, losses concurrently, directly or indirectly caused by; contributed to; resulting from; arising out of; or in connection with any otherwise covered liability claim under the policy and not otherwise excluded under this policy shall be covered.

With respect to this endorsement, the following definition is added:

> **Communicable Disease** means any illness, sickness, disease, infection, condition, or disorder caused, in whole or in part, by any direct or indirect contact with or exposure to any virus, parasite, or bacteria or any disease-causing agent of any nature regardless of the method of transmission, contact or exposure.

All other terms and conditions remain unchanged.

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COMMON POLICY CONDITIONS

1. **Assignment** -- This policy may not be assigned without "our" written consent.

2. **Cancellation** -- "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.

   "We" may cancel this policy, or one or more of its parts, by written notice sent to "you" at "your" last mailing address known to "us". If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

   If "we" cancel this policy for nonpayment of premium, "we" will give "you" notice at least ten days before the cancellation is effective. If "we" cancel this policy for any other reason, "we" will give "you" notice at least 30 days in advance of cancellation. The notice will state the time that the cancellation is to take effect.

   "Your" return premium, if any, will be calculated according to "our" rules. It will be refunded to "you" with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.

3. **Change, Modification, or Waiver of Policy Terms** -- A waiver or change of the "terms" of this policy must be issued by "us" in writing to be valid.

4. **Inspections** -- "We" have the right, but are not obligated, to inspect "your" property and operations at any time. This inspection may be made by "us" or may be made on "our" behalf. An inspection or its resulting advice or report does not warrant that "your" property or operations are safe, healthful, or in compliance with laws, rules, or regulations. Inspections or reports are for "our" benefit only.

5. **Examination of Books and Records** -- "We" may examine and audit "your" books and records that relate to this policy during the policy period and within three years after the policy has expired.

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AMENDATORY ENDORSEMENT
FLORIDA

1. Under Common Policy Conditions, Cancellation is deleted and replaced by the following:

   Cancellation

   a. "You" may cancel this policy by:

      1) returning the policy to "us"; or
      2) giving "us" written notice and stating at what date coverage is to stop.

   b. "We" may cancel this policy by delivering or mailing written notice to "you" at the address shown on the "declarations". "Our" notice will state the specific reason(s) for cancellation. Proof of delivery or mailing is sufficient proof of notice.

   c. If this policy has been in effect for 60 days or less, "we" may cancel for any reason.

      1) However:

         a) "We" may cancel this policy based on property insurance claims that are the result of an act of God only if "we" can show, by claims frequency or otherwise, that "you" have failed to take action reasonably necessary as requested by "us" to prevent further damage to "your" property.
         b) "We" may cancel this policy based solely on a single property insurance claim that is the result of water damage only if "we" can demonstrate that "you" have failed to take action reasonably requested by "us" to prevent a future similar occurrence of damage to the insured property.

      2) If "we" cancel for nonpayment of premium, "we" will give "you" notice at least 10 days before the cancellation is to be effective.
      3) Except as provided in 4) below, if "we" cancel for any reason other than nonpayment of premium, "we" will give "you" notice at least 20 days before the cancellation is to be effective.

         However, "we" may cancel immediately if there has been:

         a) a material misstatement or misrepresentation; or
         b) a failure to comply with the underwriting requirements that "we" have established.

      4) If this policy is issued to cover a residential structure:

         a) "We" may not cancel this policy:

            (1) for a period of 90 days after the residential structure has been repaired, if such structure has been damaged by a hurricane or windstorm that is the subject of a declaration of emergency issued by the Governor and an order filed by the Commissioner of Insurance Regulation; or

            (2) until the earlier of when such structure has been repaired or one year after "we" issue the final claim payment, if such structure has been damaged by any covered peril and item (1) above does not apply.

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b) However, "we" may cancel this policy prior to the completion of repairs as follows:

(1) upon 10 days' notice for nonpayment of premium; or
(2) upon 45 days' notice if:

(a) there has been a material misstatement or fraud related to the claim;
(b) "we" have determined that "you" have unreasonably caused a delay in the repair of the residential structure; or
(c) "we" have paid the policy "limits" applicable to the covered structure.

c) A residential structure will be deemed repaired when the work is substantially completed such that the structure is insurable by another authorized insurer writing policies in Florida.

d. If this policy has been in effect for more than 60 days, "we" may cancel based only on one or more of the following reasons:

1) a failure to pay premium when due;
2) a material misstatement;
3) a failure to comply, within 60 days after the date of effectuation of coverage, with underwriting requirements established by "us" before the date of effectuation of coverage;
4) a substantial change in the risk covered;
5) the cancellation is for all insureds for a given class of insureds;
6) property insurance claims that are the result of an act of God, but only if "we" can show, by claims frequency or otherwise, that "you" have failed to take action reasonably necessary as requested by "us" to prevent further damage to "your" property; or
7) one or more property insurance claims that are the result of water damage, but only if "we" can demonstrate that "you" have failed to take action reasonably requested by "us" to prevent a future similar occurrence of damage to the insured property.

Notwithstanding 1) through 7) above, "we" may not cancel based on any reason prohibited by law. If this policy is issued to cover a residential structure or its contents, this includes but is not limited to credit information available in public records.

e. If this policy has been in effect for more than 60 days and:

1) "we" cancel for nonpayment of premium, "we" will give "you" notice at least 10 days before the cancellation is to be effective;
2) except as provided in 3) and f. below, "we" cancel for one or more of the reasons provided in d.2) through d.7) above, "we" will give "you" notice at least 45 days before the cancellation is to be effective; or
3) this policy is issued to cover a residential structure or its contents, if "we" cancel for any reason other than nonpayment of premium, "we" will give "you" notice at least 120 days before the cancellation is to be effective.

f. If this policy has been in effect for more than 60 days and is issued to cover a residential structure:

1) "We" may not cancel this policy:

a) for a period of 90 days after the residential structure has been repaired, if such structure has been damaged by a hurricane or windstorm that is the subject of a declaration of emergency issued by the Governor and an order filed by the Commissioner of Insurance Regulation; or

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b) until the earlier of when such structure has been repaired or one year after "we" issue the final claim payment, if such structure has been damaged by any covered peril and item a) above does not apply.

2) However, "we" may cancel this policy prior to the completion of repairs as follows:

a) upon 10 days' notice for nonpayment of premium; or
b) upon 45 days' notice if:

(1) there has been a material misstatement or fraud related to the claim;
(2) "we" have determined that "you" have unreasonably caused a delay in the repair of the residential structure; or
(3) "we" have paid the policy "limits" applicable to the covered structure.

3) A residential structure will be deemed repaired when the work is substantially completed such that the structure is insurable by another authorized insurer writing policies in Florida.

g. If this policy is:

1) issued to cover a residential structure or its contents; and
2) "we" cancel for nonpayment of premium which results from failure of the mortgagee to pay the premium when due;

"we" will reinstate the policy retroactive to the date of cancellation if the premium is received not more than 90 days after the due date. By Florida law, the mortgagee is required to reimburse "you" for any penalty or fee imposed by "us" and paid by "you" for reinstating the policy.

h. Notwithstanding c. through g. above, if this policy is issued to cover a residential structure or its contents, "we" may cancel by giving "you" notice at least 45 days before cancellation is effective if the Florida Office of Insurance Regulation finds that the cancellation of some or all of "our" policies covering residential structures or their contents is necessary to protect the best interests of the public or policyholders due to:

1) "our" financial condition;
2) the lack of adequate reinsurance coverage for hurricane risk; or
3) other relevant factors;

and the Florida Office of Insurance Regulation approves "our" plan for early cancellation of some or all of "our" policies.

i. If "you" or "we" cancel this policy, "your" return premium, if any, will be refunded within 15 business days after the effective date of cancellation unless the final policy premium is determined by audit. If the final policy premium is determined by audit, an audit will be performed and premium refunded within 90 days from the date of cancellation. If an audit cannot be completed within that time, "we" will accept audit information that "you" provide and refund any return premium within 10 business days after "we" receive the necessary audit information from "you". If "we" are unable to obtain audit information due to "your" lack of cooperation, the deposit premium will be considered fully earned. In all cases, if the return premium is $5.00 or less, "we" will not provide a refund unless "you" expressly request it. Payment or tender of unearned premium is not a condition of cancellation.

2. Under Common Policy Conditions, the following condition is added:

Nonrenewal

a. If "we" do not renew this policy, "we" will give "you" notice at the address shown

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on the "declarations". "Our" notice will state the specific reason(s) for nonrenewal. Proof of delivery or mailing is sufficient proof of notice.

b. "We" may nonrenew this policy for any reason.

However:

1) "We" may nonrenew this policy based on property insurance claims that are the result of an act of God only if "we" can show, by claims frequency or otherwise, that "you" have failed to take action reasonably necessary as requested by "us" to prevent further damage to "your" property.
2) "We" may nonrenew this policy based solely on a single property insurance claim that is the result of water damage only if "we" can demonstrate that "you" have failed to take action reasonably requested by "us" to prevent a future similar occurrence of damage to the insured property.
3) "We" may nonrenew this policy based on the filing of claims for sinkhole loss only if:

a) the total of such claim payments equals or exceeds the policy "limits" of coverage for the policy in effect on the date of loss, for property damage to the covered building(s), as set forth on the "declarations"; or
b) "you" have failed to repair the structure in accordance with the engineering recommendations made pursuant to Florida law upon which any payment or policy proceeds were based.

4) "We" may not nonrenew for any reason prohibited by law. If this policy is issued to cover a residential structure or its contents, this includes but is not limited to credit information available in public records.

c. Except as provided in d. and e. below, if "we" do not renew this policy, "we" will give "you" notice at least 45 days before the nonrenewal is to be effective.

d. Except as provided in e. below, if this policy is issued to cover a residential structure or its contents, "we" will give "you" notice at least 120 days before the nonrenewal is to be effective.

However, if the Florida Office of Insurance Regulation finds that the nonrenewal of some or all of "our" policies covering residential structures or their contents is necessary to protect the best interests of the public or policyholders due to:

1) "our" financial condition;
2) the lack of adequate reinsurance coverage for hurricane risk; or
3) other relevant factors;

and the Florida Office of Insurance Regulation approves "our" plan for early nonrenewal of some or all of "our" policies, "we" will give "you" notice at least 45 days before the nonrenewal is to be effective.

e. If this policy is issued to cover a residential structure:

1) "We" will give "you" notice at least 90 days before the nonrenewal is to be effective, and such effective date will not be:

a) less than 90 days after the residential structure has been repaired, if such structure has been damaged by a hurricane or windstorm that is the subject of a declaration of emergency issued by the Governor and an order filed by the Commissioner of Insurance Regulation; or
b) until the earlier of when such structure has been repaired or one year after "we" issue the final claim payment, if such

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structure has been damaged by any covered peril and item a) above does not apply.

2) However, "we" may nonrenew this policy prior to the completion of repairs as follows:

   a) upon 10 days' notice for nonpayment of premium; or
   b) upon 45 days' notice if:

      (1) there has been a material misstatement or fraud related to the claim;
      (2) "we" have determined that "you" have unreasonably caused a delay in the repair of the residential structure; or
      (3) "we" have paid the policy "limits" applicable to the covered structure.

3) A residential structure will be deemed repaired when the work is substantially completed such that the structure is insurable by another authorized insurer writing policies in Florida.

3. Under Common Policy Conditions, the following condition is added:

   Renewal -- If "we" decide to renew this policy, "we" will give "you" written notice of the renewal premium at least 45 days prior to the renewal date.

4. Under Common Policy Conditions, Inspections is deleted and replaced by the following:

   Inspections -- "We" have the right, but are not obligated, to inspect "your" property and operations. This inspection may be made by "us" or may be made on "our" behalf. An inspection or its resulting advice or report is not an agreement that "your" property or operations are:

   a. safe;

   b. healthful; or

   c. in compliance with laws, rules, or regulations.

   Inspections or reports are for "our" benefit only.

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CERTIFIED TERRORISM LOSS

1. The following definitions are added.

   a. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States:

      1) to be an act of terrorism;
      2) to be a violent act or an act that is dangerous to human life, property, or infrastructure;
      3) to have resulted in damage:

         a) within the United States; or
         b) to an air carrier (as defined in section 40102 of title 49, United States Code); to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or at the premises of any United States mission;

      4) to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion; and
      5) to have resulted in insured losses in excess of five million dollars in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended.

   b. "Certified terrorism loss" means loss that results from a "certified act of terrorism".

2. The "terms" of any terrorism exclusion that is part of or that is attached to this Coverage Part are amended by the following provision:

   This exclusion does not apply to "certified terrorism loss".

3. The following provision is added.

   If the Secretary of the Treasury determines that the aggregate amount of "certified terrorism loss" has exceeded one hundred billion dollars in a calendar year (January 1 through December 31), and "we" have met "our" insurer deductible under the Terrorism Risk Insurance Act, as amended, "we" will not pay for any portion of "certified terrorism loss" that exceeds one hundred billion dollars. If the "certified terrorism loss" exceeds one hundred billion dollars in a calendar year (January 1 through December 31), losses up to one hundred billion dollars are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury under the Terrorism Risk Insurance Act, as amended.

4. The following provisions are added.

   a. Neither the "terms" of this endorsement nor the "terms" of any other terrorism endorsement attached to this Coverage Part provide coverage for any loss that would otherwise be excluded by this Coverage Part under:

      1) exclusions that address war, military action, or nuclear hazard; or
      2) any other exclusion; and

   b. the absence of any other terrorism endorsement does not imply coverage for any loss that would otherwise be excluded by this Coverage Part under:

      1) exclusions that address war, military action, or nuclear hazard; or
      2) any other exclusion.

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This endorsement changes
the policy
-- PLEASE READ THIS CAREFULLY --

VIRUS OR BACTERIA EXCLUSION

DEFINITIONS

Definitions Amended --

When "fungus" is a defined "term", the definition of "fungus" is amended to delete reference to a bacterium.

When "fungus or related perils" is a defined "term", the definition of "fungus or related perils" is amended to delete reference to a bacterium.

PERILS EXCLUDED

The additional exclusion set forth below applies to all coverages, coverage extensions, supplemental coverages, optional coverages, and endorsements that are provided by the policy to which this endorsement is attached, including, but not limited to, those that provide coverage for property, earnings, extra expense, or interruption by civil authority.

1. The following exclusion is added under Perils Excluded, item 1.:

   Virus or Bacteria --

   "We" do not pay for loss, cost, or expense caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

   This exclusion applies to, but is not limited to, any loss, cost, or expense as a result of:

   a. any contamination by any virus, bacterium, or other microorganism; or

   b. any denial of access to property because of any virus, bacterium, or other microorganism.

2. **Superseded Exclusions** -- The Virus or Bacteria exclusion set forth by this endorsement supersedes the "terms" of any other exclusions referring to "pollutants" or to contamination with respect to any loss, cost, or expense caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

OTHER CONDITIONS

Other Terms Remain in Effect --

The "terms" of this endorsement, whether or not applicable to any loss, cost, or expense, cannot be construed to provide coverage for a loss, cost, or expense that would otherwise be excluded under the policy to which this endorsement is attached.

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SCHEDULED PROPERTY FLOATER

In this coverage form, the words "you" and "your" mean the persons or organizations named as the insured on the declarations and the words "we", "us", and "our" mean the company providing this coverage.

Refer to the Definitions section at the end of this coverage form for additional words and phrases that have special meaning. These words and phrases are shown in quotation marks.

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described herein subject to all the "terms" of the Scheduled Property Floater. This coverage is also subject to the "schedule of coverages" and additional policy conditions relating to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records.

Endorsements and schedules may also apply. They are identified on the "schedule of coverages".

PROPERTY COVERED

"We" cover the following property unless the property is excluded or subject to limitations.

1. **Coverage** -- "We" cover direct physical loss caused by a covered peril to:

   a. "your" property; and

   b. property of others in "your" care, custody, and control.

2. **Coverage Limitation** -- "We" only cover "your" property and property of others that are described on the "schedule of coverages".

PROPERTY NOT COVERED

1. **Aircraft Or Watercraft** -- "We" do not cover aircraft or watercraft.

2. **Buildings And Land** -- "We" do not cover buildings or land including land on which covered property is located.

3. **Contraband** -- "We" do not cover contraband or property in the course of illegal transportation or trade.

4. **Money And Securities** -- "We" do not cover accounts, bills, currency, food stamps, or other evidences of debt, lottery tickets not held for sale, money, notes, or securities.

5. **Vehicles** -- "We" do not cover automobiles or any self-propelled vehicles that are designed for highway use.

6. **Waterborne Property** -- "We" do not cover property while waterborne except while in transit in the custody of a carrier for hire.

COVERAGE EXTENSIONS

Provisions That Apply To Coverage Extensions -- The following Coverage Extensions indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

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However, if no "limit" is indicated for a Coverage Extension within this coverage form, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, the coverages provided below are part of and not in addition to the applicable "limit" for coverage described under Property Covered.

The "limit" provided under a Coverage Extension cannot be combined or added to the "limit" for any other Coverage Extension or Supplemental Coverage, including a Coverage Extension, Supplemental Coverage, or other coverage that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following Coverage Extensions are not subject to and not considered in applying coinsurance conditions.

Debris Removal --

1. **Coverage** -- "We" pay the cost of debris removal. Debris removal means the costs for the demolition, clearing, and removal of debris of covered property if such debris results from a covered peril.

2. **We Do Not Cover** -- This coverage does not include costs to:

   a. extract "pollutants" from land or water; or

   b. remove, restore, or replace polluted land or water.

3. **Limit** -- "We" do not pay any more under this coverage than 25% of the amount "we" pay for the direct physical loss or damage exclusive of the costs for debris removal. "We" will not pay more for loss to property and debris removal combined than the "limit" for the damaged property.

4. **Additional Limit** -- "We" pay up to an additional $5,000 for debris removal expense when the debris removal expense exceeds 25% of the amount "we" pay for direct physical loss or when the loss to property and debris removal combined exceeds the "limit" for the damaged property.

5. **You Must Report Your Expenses** -- "We" do not pay any expenses unless they are reported to "us" in writing within 180 days from the date of direct physical loss to covered property.

SUPPLEMENTAL COVERAGES

Provisions That Apply To Supplemental Coverages -- The following Supplemental Coverages indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Supplemental Coverage within this coverage form, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, a "limit" for a Supplemental Coverage provided below is separate from, and not part of, the applicable "limit" for coverage described under Property Covered.

The "limit" available for coverage described under a Supplemental Coverage:

a. is the only "limit" available for the described coverage; and

b. is not the sum of the "limit" indicated for a Supplemental Coverage and the "limit" for coverage described under Property Covered.

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The "limit" provided under a Supplemental Coverage cannot be combined or added to the "limit" for any other Supplemental Coverage or Coverage Extension, including a Supplemental Coverage, Coverage Extension, or other coverage that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following Supplemental Coverages are not subject to and not considered in applying coinsurance conditions.

1. **Newly Acquired Property** --

   a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to additional property that:

      1) is similar to the property described on the "schedule of coverages"; and
      2) "you" acquire during the policy period.

   b. **Limit** -- The most that "we" pay for any loss under this supplemental coverage is the least of:

      1) the value of covered property as described in the Valuation section of this coverage form; or
      2) $15,000.

   c. **Time Limitation** -- "We" extend coverage to the additional property that "you" acquire for up to 60 days.

      This supplemental coverage will end when any of the following first occur:

      1) this policy expires;
      2) 60 days after "you" obtain the additional property; or
      3) "you" report the additional property to "us".

   d. **Additional Premium** -- "You" must pay any additional premium due from the date "you" acquire the additional property.

2. **Pollutant Cleanup And Removal** --

   a. **Coverage** -- "We" pay "your" expense to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants" is caused by a covered peril that occurs during the policy period.

   b. **Time Limitation** -- The expenses to extract "pollutants" are paid only if they are reported to "us" in writing within 180 days from the date the covered peril occurs.

   c. **We Do Not Cover** -- "We" do not pay the cost of testing, evaluating, observing, or recording the existence, level, or effects of "pollutants".

      However, "we" pay the cost of testing that is necessary for the extraction of "pollutants" from land or water.

   d. **Limit** -- The most "we" pay for each location is $10,000 for the sum of all such expenses arising out of a covered peril occurring during each separate 12-month period of this policy.

PERILS COVERED

"We" cover risks of direct physical loss or damage unless the loss is limited or caused by a peril that is excluded.

PERILS EXCLUDED

1. "We" do not pay for loss or damage caused directly or indirectly by one or more of the following excluded causes or events. Such loss or damage is excluded regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

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a. **Civil Authority** -- Order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do cover loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.

b. **Earth Movement** -- Any "earth movement".

However, if eruption, explosion, or effusion of a volcano results in "volcanic action", "we" will pay for the loss or damage caused by that "volcanic action".

If "earth movement" results in fire, "we" will pay for the loss or damage caused by that fire. If "earth movement" (other than eruption, explosion, or effusion of a volcano) results in explosion, "we" will pay for the loss or damage caused by that explosion.

This exclusion does not apply to covered property while in transit.

c. **Flood** -- "Flood".

"We" also do not cover waterborne material carried or otherwise moved by "flood", whether or not driven by wind, including storm surge, or material carried or otherwise moved by mudslide or mudflow.

However, if "flood" results in fire, explosion, or sprinkler leakage, "we" will pay for the loss or damage caused by that fire, explosion, or sprinkler leakage.

This exclusion does not apply to covered property while in transit.

d. **Nuclear Hazard** -- Nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct loss by fire resulting from the nuclear hazard is covered.

e. **Sewer, Septic Tank, Sump, Or Drain Backup And Water Below The Surface** --

1) Water or waterborne material that backs up, overflows or is otherwise discharged through a sewer or drain, sump or septic tank, eaves trough or downspout; or
2) water or waterborne material below the surface of the ground, whether naturally or artificially occurring, including but not limited to water or waterborne material that exerts pressure on or flows, seeps, or leaks through or into a building or structure, sidewalk, driveway, foundation, swimming pool, or other structure.

But if sewer, drain, sump, septic tank, eaves trough, or downspout backup and water or waterborne material below the surface results in fire, explosion, or sprinkler leakage, "we" cover the loss or damage caused by that fire, explosion, or sprinkler leakage.

This exclusion does not apply to covered property while in transit.

f. **War And Military Action** --

1) War, including undeclared war or civil war; or
2) a warlike action by a military force, including action taken to prevent or defend against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or

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3) insurrection, rebellion, revolution, or unlawful seizure of power including action taken by governmental authority to prevent or defend against any of these.

With regard to any action that comes within the "terms" of this exclusion and involves nuclear reaction, nuclear radiation, or radioactive contamination, this War And Military Action exclusion will apply in place of the Nuclear Hazard exclusion.

2. "We" do not pay for loss or damage that is caused by or results from one or more of the following:

a. **Contamination Or Deterioration** -- "We" do not pay for loss or damage caused by or resulting from contamination or deterioration including corrosion, decay, fungus, mildew, mold, rot, rust, or any quality, fault, or weakness in the covered property that causes it to damage or destroy itself.

b. **Criminal, Fraudulent, Dishonest, Or Illegal Acts** -- "We" do not pay for loss or damage caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another by:

1) "you";
2) others who have an interest in the property;
3) others to whom "you" entrust the property;
4) "your" partners, officers, directors, trustees, joint venturers, or "your" members or managers if "you" are a limited liability company; or
5) the employees or agents of 1), 2), 3), or 4) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by "your" employees, but "we" do not pay for theft by employees.

This exclusion does not apply to covered property in the custody of a carrier for hire.

c. **Electrical Currents** -- "We" do not pay for loss or damage caused by or resulting from arcing or by electrical currents other than lightning.

But if arcing or electrical currents other than lightning result in a "specified peril", "we" do cover the loss or damage caused by that "specified peril".

d. **Explosion, Rupture, Or Bursting** -- "We" do not pay for loss or damage caused by or resulting from explosion, rupture, or bursting of steam boilers, steam or gas turbines, steam pipes, or steam engines. This exclusion applies only to loss or damage to the steam boilers, steam or gas turbines, steam pipes, or steam engines in which the loss occurred.

e. **Loss Of Use** -- "We" do not pay for loss or damage caused by or resulting from loss of use, delay, or loss of market.

f. **Mechanical Breakdown** -- "We" do not pay for loss or damage caused by or resulting from any mechanical, structural, or electrical breakdown or malfunction including a breakdown or malfunction resulting from a structural, mechanical, or reconditioning process.

g. **Missing Property** -- "We" do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property.

This exclusion does not apply to covered property in the custody of a carrier for hire.

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h. **Pollutants** -- "We" do not pay for loss or damage caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of "pollutants":

1) unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "specified peril"; or
2) except as specifically provided under the Supplemental Coverages - Pollutant Cleanup and Removal.

"We" do cover any resulting loss caused by a "specified peril".

i. **Temperature/Humidity** -- "We" do not pay for loss or damage caused by or resulting from dryness, dampness, humidity, or changes in or extremes of temperature.

But if dryness, dampness, humidity, or changes in or extremes of temperature result in a "specified peril", "we" do cover the loss of damage caused by that "specified peril".

j. **Theft From An Unattended Vehicle** -- "We" do not pay for theft from an unattended vehicle except when it is securely locked, its windows are fully closed, and there is visible evidence that entry into the vehicle was forced.

This exclusion does not apply to covered property in the custody of a carrier for hire.

k. **Voluntary Parting** -- "We" do not pay for loss or damage caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.

l. **Wear And Tear** -- "We" do not pay for loss or damage caused by or resulting from wear and tear, marring, or scratching.

WHAT MUST BE DONE IN CASE OF LOSS

1. **Notice** -- In case of a loss, "you" must:

a. give "us" or "our" agent prompt notice including a description of the property involved ("we" may request written notice); and

b. give notice to the police when the act that causes the loss is a crime.

2. **You Must Protect Property** -- "You" must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss.

a. **Payment Of Reasonable Costs** -- "We" do pay the reasonable costs incurred by "you" for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. "You" must keep an accurate record of such costs. "Our" payment of reasonable costs does not increase the "limit".

b. **We Do Not Pay** -- "We" do not pay for such repairs or emergency measures performed on property that has not been damaged by a peril insured against.

3. **Proof Of Loss** -- "You" must send "us", within 60 days after "our" request, a signed, sworn proof of loss. This must include the following information:

a. the time, place, and circumstances of the loss;

b. other policies of insurance that may cover the loss;

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c. "your" interest and the interests of all others in the property involved, including all mortgages and liens;

d. changes in title of the covered property during the policy period; and

e. estimates, specifications, inventories, and other reasonable information that "we" may require to settle the loss.

4. **Examination** -- "You" must submit to examination under oath in matters connected with the loss as often as "we" reasonably request and give "us" sworn statements of the answers. If more than one person is examined, "we" have the right to examine and receive statements separately and not in the presence of others.

5. **Records** -- "You" must produce records, including tax returns and bank microfilms of all canceled checks relating to value, loss, and expense and permit copies and extracts to be made of them as often as "we" reasonably request.

6. **Damaged Property** -- "You" must exhibit the damaged and undamaged property as often as "we" reasonably request and allow "us" to inspect or take samples of the property.

7. **Volunteer Payments** -- "You" must not, except at "your" own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.

8. **Abandonment** -- "You" may not abandon the property to "us" without "our" written consent.

9. **Cooperation** -- "You" must cooperate with "us" in performing all acts required by this policy.

VALUATION

1. **Actual Cash Value --**The value of covered property will be based on the actual cash value at the time of loss (with a deduction for depreciation).

2. **Pair Or Set** -- The value of a lost or damaged article that is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.

3. **Loss To Parts** -- The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

HOW MUCH WE PAY

1. **Insurable Interest** -- "We" do not cover more than "your" insurable interest in any property.

2. **Deductible** -- "We" pay only that part of "your" loss over the deductible amount indicated on the "schedule of coverages" in any one occurrence.

3. **Loss Settlement Terms** -- Subject to paragraphs 1., 2., 4., 5., and 6. under How Much We Pay, "we" pay the lesser of:

   a. the amount determined under Valuation;

   b. the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or

   c. the "limit" that applies to the covered property.

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4. **Coinsurance** --

   a. **When Coinsurance Applies** -- "We" only pay a part of the loss if the "limit" is less than the percentage of the value of the covered property that is indicated on the "schedule of coverages".

   b. **How We Determine Our Part Of The Loss** -- "Our" part of the loss is determined using the following steps:

      1) multiply the percent indicated on the "schedule of coverages" by the value of the covered property at the time of loss;
      2) divide the "limit" for covered property by the result determined in b.1) above;
      3) multiply the total amount of loss, after the application of any deductible, by the result determined in b.2) above.

      The most "we" pay is the amount determined in b.3) above or the "limit", whichever is less. "We" do not pay any remaining part of the loss.

   c. **If There Is More Than One Limit** -- If there is more than one "limit" indicated on the "schedule of coverages" for this coverage part, this procedure applies separately to each "limit".

   d. **If There Is Only One Limit** -- If there is only one "limit" indicated on the "schedule of coverages" for this coverage, this procedure applies to the total of all covered property to which the "limit" applies.

   e. **When Coinsurance Does Not Apply** -- Conditions for coinsurance do not apply unless a coinsurance percentage is indicated on the "schedule of coverages".

5. **Insurance Under More Than One Coverage** -- If more than one coverage of this policy insures the same loss, "we" pay no more than the actual claim, loss, or damage sustained.

6. **Insurance Under More Than One Policy** --

   a. **Proportional Share** -- "You" may have another policy subject to the same "terms" as this policy. If "you" do, "we" will pay "our" share of the covered loss. "Our" share is the proportion that the applicable "limit" under this policy bears to the "limit" of all policies covering on the same basis.

   b. **Excess Amount** -- If there is another policy covering the same loss, other than that described above, "we" pay only for the amount of covered loss in excess of the amount due from that other policy, whether "you" can collect on it or not. But "we" do not pay more than the applicable "limit".

LOSS PAYMENT

1. **Loss Payment Options** --

   a. **Our Options** -- In the event of loss covered by this coverage form, "we" have the following options:

      1) pay the value of the lost or damaged property;
      2) pay the cost of repairing or replacing the lost or damaged property;
      3) rebuild, repair, or replace the property with other property of equivalent kind and quality, to the extent practicable, within a reasonable time; or
      4) take all or any part of the property at the agreed or appraised value.

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b. **Notice Of Our Intent To Rebuild, Repair, Or Replace** -- "We" must give "you" notice of "our" intent to rebuild, repair, or replace within 30 days after receipt of a duly executed proof of loss.

2. **Your Losses** --

a. **Adjustment And Payment Of Loss** -- "We" adjust all losses with "you". Payment will be made to "you" unless another loss payee is named in the policy.

b. **Conditions For Payment Of Loss** -- An insured loss will be payable 30 days after:

1) a satisfactory proof of loss is received; and
2) the amount of the loss has been established either by written agreement with "you" or the filing of an appraisal award with "us".

3. **Property Of Others** --

a. **Adjustment And Payment Of Loss To Property Of Others** -- Losses to property of others may be adjusted with and paid to:

1) "you" on behalf of the owner; or
2) the owner.

b. **We Do Not Have To Pay You If We Pay The Owner** -- If "we" pay the owner, "we" do not have to pay "you". "We" may also choose to defend any suits brought by the owners at "our" expense.

OTHER CONDITIONS

1. **Appraisal** -- If "you" and "we" do not agree on the amount of the loss or the value of covered property, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, "you" or "we" can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to "us", the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three, sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by "you" and "us".

2. **Benefit To Others** -- Insurance under this coverage will not directly or indirectly benefit anyone having custody of "your" property.

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3. **Conformity With Statute** -- When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.

4. **Estates** -- This provision applies only if the insured is an individual.

   a. **Your Death** -- On "your" death, "we" cover the following as an insured:

      1) the person who has custody of "your" property until a legal representative is qualified and appointed; or
      2) "your" legal representative.

      This person or organization is an insured only with respect to property covered by this coverage.

   b. **Policy Period Is Not Extended** -- This coverage does not extend past the policy period indicated on the declarations.

5. **Misrepresentation, Concealment, Or Fraud** -- This coverage is void as to "you" and any other insured if, before or after a loss:

   a. "you" or any other insured have willfully concealed or misrepresented:

      1) a material fact or circumstance that relates to this insurance or the subject thereof; or
      2) "your" interest herein; or

   b. there has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.

6. **Policy Period** -- "We" pay for a covered loss that occurs during the policy period.

7. **Recoveries** -- If "we" pay "you" for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:

   a. "you" must notify "us" promptly if "you" recover property or receive payment;

   b. "we" must notify "you" promptly if "we" recover property or receive payment;

   c. any recovery expenses incurred by either are reimbursed first;

   d. "you" may keep the recovered property but "you" must refund to "us" the amount of the claim paid, or any lesser amount to which "we" agree; and

   e. if the claim paid is less than the agreed loss due to a deductible or other limiting "terms" of this policy, any recovery will be pro rated between "you" and "us" based on "our" respective interest in the loss.

8. **Restoration Of Limits** -- A loss "we" pay under this coverage does not reduce the applicable "limits".

9. **Subrogation** -- If "we" pay for a loss, "we" may require "you" to assign to "us" "your" right of recovery against others. "You" must do all that is necessary to secure "our" rights. "We" do not pay for a loss if "you" impair this right to recover.

   "You" may waive "your" right to recover from others in writing before a loss occurs.

10. **Suit Against Us** -- No one may bring a legal action against "us" under this coverage unless:

    a. all of the "terms" of this coverage have been complied with; and

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b. the suit has been brought within two years after "you" first have knowledge of the loss.

If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.

11. **Territorial Limits** -- "We" cover property while it is in the United States of America, its territories and possessions, Canada, and Puerto Rico.

DEFINITIONS

1. "Earth movement" means:

   a. earthquake, including land shock waves or tremors before, during or after a volcanic eruption;

   b. landslide, mudslide or mudflow;

   c. mine subsidence whether or not the non-natural mine is currently in use;

   d. any other movement of earth, including sinking (other than "sinkhole collapse"), shifting, or rising of earth including, but not limited to, erosion, expansion, shrinking, freezing, thawing, improper soil compaction, and movement of water under the surface of the ground that cause cracking, settling, or shifting of foundations, buildings, or structures; or

   e. eruption, explosion, or effusion of a volcano.

2. "Flood" means an overflowing or inundation by water of an area that was previously and normally dry or not covered by water, whether caused artificially or naturally, by human or animal forces or by an act of nature. "Flood" includes, but is not limited to:

   a. overflow of inland or tidal waters, waves, tidal waves, or tsunamis, or spray that results from any of these, all whether driven by wind or not, including but not limited to storm surge;

   b. unusual and rapid accumulation or runoff of surface waters from any source; or

   c. mudslides or mudflows if caused by:

      1) unusual and rapid accumulation or runoff of surface waters or waves; or
      2) currents of water exceeding anticipated cyclical levels.

3. "Limit" means the amount of coverage that applies.

4. "Pollutant" means:

   a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of; and

   b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.

5. "Schedule of coverages" means:

   a. all pages labeled "schedule of coverages" or schedules that pertain to this coverage; and

   b. declarations or supplemental declarations that pertain to this coverage.

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6. "Sinkhole collapse" means the sudden settlement or collapse of earth supporting the covered property into subterranean voids created by the action of water on a limestone or similar rock formation. It does not include the value of the land or the cost of filling sinkholes.

7. "Specified perils" means aircraft; civil commotion; explosion; falling objects; fire; hail; leakage from fire extinguishing equipment; lightning; riot; "sinkhole collapse"; smoke; sonic boom; vandalism; vehicles; "volcanic action"; water damage; weight of ice, snow, or sleet; and windstorm.

   Falling objects does not include loss to:

   a. personal property in the open; or

   b. the interior of buildings or structures or to personal property inside buildings or structures unless the exterior of the roofs or walls are first damaged by a falling object.

   Water damage means the sudden or accidental discharge or leakage of water or steam as a direct result of breaking or cracking of a part of the system or appliance containing the water or steam.

8. "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply.

9. "Volcanic action" means airborne volcanic blast or airborne shock waves; ash, dust, or particulate matter; or lava flow.

   "Volcanic action" does not include the cost to remove ash, dust, or particulate matter that does not cause direct physical loss or damage to the covered property.

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SCHEDULE OF COVERAGES
SCHEDULED PROPERTY FLOATER

(The entries required to complete this schedule
will be shown below or on the "schedule of coverages".)

COVERED PROPERTY

Item No.	DESCRIBED PROPERTY	"Limit"
1.	Various Outdoor Property “As per Schedule on file with Company”	$1,142,225

COVERAGE EXTENSIONS

Additional Debris Removal Expenses	25% or $5,000

SUPPLEMENTAL COVERAGES

Newly Acquired Property	$ 15,000
Pollutant Cleanup And Removal	$ 10,000

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DEDUCTIBLE AND COINSURANCE

DEDUCTIBLE

Deductible Amount $ 5,000- Except Windstorm - Refer to IXI 403a 0714

COINSURANCE

☒ Not Applicable

☐ 80% ☐ 90% ☐ 100% ☐ Other %

ADDITIONAL INFORMATION

Flood and Earthquake are Excluded. The minimum premium for the policy is $5,000

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LOSS PAYABLE OPTIONS

If indicated on the Loss Payable Schedule, the following conditions apply to the property described on the schedule. The following conditions apply in addition to the policy "terms" which are contained in the Inland Marine Coverage(s).

LOSS PAYABLE

Any loss will be adjusted with "you" and will be payable to "you" and the loss payee described on the schedule as "your" and their interests appear.

LENDER'S LOSS PAYABLE

Any loss will be payable to "you" and the loss payee described on the schedule as interests appear. If more than one loss payee is named, they will be paid in order of precedence.

The insurance for the loss payee continues in effect even when "your" insurance may be void because of "your" acts, neglect, or failure to comply with the coverage "terms". The insurance for the loss payee does not continue in effect if the loss payee is aware of changes in ownership or substantial increase in risk and does not notify "us".

If "we" cancel this policy, "we" notify the loss payee at least ten days before the effective date of cancellation if "we" cancel for "your" nonpayment of premium, or 30 days before the effective date of cancellation if "we" cancel for any other reason.

"We" may request payment of the premium from the loss payee, if "you" fail to pay the premium.

If "we" pay the loss payee for a loss where "your" insurance may be void, the loss payee's right to collect that portion of the debt from "you" then belongs to "us". This does not affect the loss payee's right to collect the remainder of the debt from "you". As an alternative, "we" may pay the loss payee the remaining principal and accrued interest in return for a full assignment of the loss payee's interest and any instruments given as security for the debt.

If "we" choose not to renew this policy, "we" give written notice to the loss payee at least ten days before the expiration date of this policy.

CONTRACT OF SALE

Any loss will be adjusted with "you" and will be payable to "you" and the loss payee described on the schedule as "your" and their interests appear.

The loss payee shown on the schedule is a person or organization "you" have entered into a contract with for the sale of covered property.

When covered property is the subject of a contract of sale, the word "you" also means the loss payee.

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REPLACEMENT COST ENDORSEMENT

VALUATION

The Actual Cash Value provision under Valuation is replaced by the following:

Replacement Cost -- The value of covered property will be based on the replacement cost without any deduction for depreciation.

1. **Replacement Cost Limitation** -- The replacement cost is limited to the cost of repair or replacement with similar materials and used for the same purpose. The payment will not exceed the amount "you" spend to repair or replace the damaged or destroyed property.

2. **Replacement Cost Does Not Apply Until Repair Or Replacement** -- Replacement cost valuation does not apply until the damaged or destroyed property is repaired or replaced.

3. **Time Limitation** -- "You" may make a claim for actual cash value before repair or replacement takes place, and later for the replacement cost if "you" notify "us" of "your" intent within 180 days after the loss.

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LOSS PAYABLE SCHEDULE

(The entries required to complete this schedule
will be shown below or on the "schedule of coverages".)

Indicate applicable provision:

☒ Loss Payable

☐ Lender's Loss Payable

☐ Contract of Sale

SCHEDULE

Location Number	Address	Covered Property	Name And Address Of Loss Payee

*Per Certificates of Insurance or schedule on file with us or your insurance broker or agent.

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ENDORSEMENT

This endorsement, effective 12:01 a.m., December 15, 2025, forms a part of Policy No. UM00170521MA25A issued to Ventura Country Club Community Homeowner's Association, Inc. by XL Specialty Insurance Company

Changes

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

☐	Named Insured	☐	Named Insured Mailing Address
☐	Policy Number	☐	Exposures
☐	Policy Period	☐	Insured legal status/business
☐	Limits	☐	Additional Interested Parties
☐	Coverage Forms and Endorsements	☐	Policy Premium
☐	Rates	☒	Deductibles
☐	Covered Property/Location Description	☐	Classification/Class Codes
☐	Underlying Insurance	☐	Broker of Record

Is (are) changed to read:

THIS ENDORSEMENT CHANGES SCHEDULED PROPERTY FLOATER.
PLEASE READ IT CAREFULLY.

WINDSTORM DEDUCTIBLE

(The entries required to complete this endorsement will be shown below or on the "schedule of coverages".)

WINDSTORM SCHEDULE

Windstorm Deductible (check one)

[ ] Flat Deductible _____

[X] Percentage Deductible (check one)

[ ] 1% [ ] 2% [X] 3% [ ] 5%

Subject to $100,000 minimum

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HOW MUCH WE PAY

In this endorsement windstorm means the weather events windstorm or hail.

The deductible provision under How Much We Pay is replaced by the provisions for Flat Deductible or Percentage Deductible when loss to covered property is caused by or results from windstorm or hail.

The Windstorm Deductible indicated on the Windstorm Schedule is applicable to loss or damage to covered property caused directly or indirectly by the peril of windstorm.

Loss or damage resulting from a covered weather condition, other than windstorm, will be considered to be caused by windstorm and will be considered part of the windstorm occurrence if the loss or damage would not have occurred without the weather conditions of windstorm.

1. **Flat Deductible** -- When a flat dollar deductible is indicated on the Windstorm Schedule, "we" pay only that part of "your" loss over the deductible amount in any one occurrence.

2. **Percentage Deductible** --

    a. **Percentage** -- When a 1%, 2%, 3%, or 5% deductible is indicated on the Windstorm Schedule, "we" pay only that part of "your" loss over the deductible amount in any one occurrence. The deductible amount is determined by applying the percentage indicated on the schedule to the value of the covered property that is involved in the loss.

    b. **Value Determined At Time Of Loss** -- Only as regards the determination of the Percentage Deductible, the value of covered property is determined at the time of loss or damage and in accordance with the provisions described under the Valuation section of the policy. The value of covered property is not based on the estimated completion value of the covered property.

    c. **Deductible Applies Separately** -- The percentage deductible applies separately to each covered "building or structure". If this endorsement is attached to the Rehabilitation Or Renovation Form, the percentage deductible applies separately to each covered "rehabilitation or renovation project".

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AUTOMATIC RENEWAL OFFER

This policy qualifies for our Small Marine Renewal Tier (SMART) program. The quote/bind step is eliminated as we are renewing the policy with expiring limits and subsequent endorsements. Attached is a full copy of the policy. The minimum premium applies as per coverage declaration forms attached to this policy.

If the insured has experienced a material change since your last application (ownership, merger, acquisition, etc.), a potential claim, or a change in insurable values/locations/exposure/equipment amounts or schedule, please obtain a renewal application as the terms of this renewal may change. If changes are needed, we'll endorse the policy. If the insured chooses not to bind coverage, we cancel flat with the receipt of lost policy release (LPR).

Ventura Country Club Community Homeowners Association, Inc.
3333 Woodgate Boulevard
Orlando FL 32822

Renewal Policy Information:

Policy Number:	UM00170521MA25A
Inception Date:	December 15, 2025
Premium:	$9,275

Why choose AXA XL for your insurance coverage?
Financial strength you can count on. AXA XL's core operating insurance and reinsurance companies have one or more of the following financial strength ratings: A.M. Best A+, S&P AA-, Fitch AA-.

Global network. One of the world's largest providers of global commercial insurance programs, serving clients in over 200 countries and territories through owned offices and network partners, managing over 5,000 global programs for AXA XL, AXA General Insurance and Strategic Partners.

"One-stop-shop" for global marine solutions. Locally admitted, comprehensive and competitive proprietary products to fit your clients' needs.

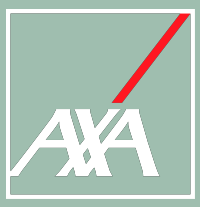
One team. Your team. Underwriting, claims, risk management and risk engineering experts together with global and regional leadership, work closely together to anticipate and respond to clients' needs.

Marine expertise that clients can trust. With decades of experience, our underwriters have been recognized for their industry expertise and commitment to education by the IUMI, AIMU & IMUA, including IMUA "Excellence in Education" awards.

Empowered claims teams. Over 1200 highly experienced, locally empowered claims professionals in 200 countries, and a single point of contact for all marine.

Best regards,

Lucy Pilko, President
Americas AXA XL



XL Insurance

INSURANCE POLICY

Named Insured Or Assured
Ventura Country Club Community Homeowners Association, Inc.

Policy Number
UM00170521MA25A

Company Providing Coverage
XL Specialty Insurance Company

Regulatory Home Office
505 Eagleview Boulevard
Suite 100
Exton, PA 19341-1120

INSURANCE CONTACTS CARDS

For **questions about or changes to your insurance policy**, **billing** or **claims**, please see contacts below.

Please cut out and keep these cards in a safe and easy-to-find location.

✂

XL Insurance

INSURANCE CONTACT CARD

Named Insured Ventura Country Club Community Homeowners Association, Inc.	**Policy Number** UM00170521MA25A
Effective Date December 15, 2025	**Expiration Date** December 15, 2026
Agency or Broker Danielle Callaghan Assured Partners (FL)	**Policy Questions or Changes** 407-459-7594 Danielle.Callaghan@assuredpartners.com
Billing 407-459-7594	**Claims** *See Below

*Inland Marine/Property/Cargo: 610.968.2594/484.639.1620 (after hours) Auto/Hull/Liabilities: 610.968.9075/610.324.2994 (after hours)

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✂

XL Insurance

INSURANCE CONTACT CARD

Named Insured Ventura Country Club Community Homeowners Association, Inc.	**Policy Number** UM00170521MA25A
Effective Date December 15, 2025	**Expiration Date** December 15, 2026
Agency or Broker Danielle Callaghan Assured Partners (FL)	**Policy Questions or Changes** 407-459-7594 Danielle.Callaghan@assuredpartners.com
Billing 407-459-7594	**Claims** *See Below

*Inland Marine/Property/Cargo: 610.968.2594/484.639.1620 (after hours) Auto/Hull/Liabilities: 610.968.9075/610.324.2994 (after hours)

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XL GlobalClaim™ Customer Portal

Yes. It's that good. The XL GlobalClaim system has won a number of innovation awards. The reason is simple: it really works.

The system* allows XL Catlin to manage claim transactions more effectively —from first notification to final payment. But there is more; the Customer Portal puts important claim information at your fingertips. It helps us help you Get from Stop to Go.

Welcome to the Customer Portal.

XL GlobalClaim has a handy web-based system called the Customer Portal: it gives *you* direct access to real-time information about *your* claim. Here, you and your team can keep track of claims, run reports and even report a loss or incident.

Need to know.

Not that we don't enjoy talking with our clients, but sometimes you need to get a quick status update or look up some basic claim information without having to pick up the phone or send an email. And users can be assigned varying levels of access, depending on your needs:

- Claim status
- Claim and policy number
- Claim owner
- Date of loss
- Insured
- Parties involved
- Financial information

You can even download quarterly loss runs (up to 5 running quarters' worth) in Microsoft Excel format to share with other decision makers in your organization. And financial information is automatically converted into any currency you choose.

At your service.

We all hope a loss never occurs. If one does, first of all, take a deep breath. Our claims teams are ready to resolve your claim, so you keep moving your business forward. You can report your claim using the Customer Portal. Quickly. Efficiently.

Ready when (and where) you are.

With XL GlobalClaim you can do all this anywhere in the world** at any time of the day or night. And because you're tied into our global claims network, you'll have access to real-time claims data.

You can even take it with you using the iOS compatible XL GlobalClaim Customer Portal mobile app. Available for free to XL Catlin clients through the iTunes store, the mobile app allows you to access key high level claims information.

* For more information on our system's features, please consult the XL GlobalClaim information sheet. XL GlobalClaim may not be available with certain policies, please talk with a member of your local claims team for information.
**Internet access required.

Continued

XL CATLIN

Insurance
Claims

XL GlobalClaim™ Customer Portal

Bonus for Brokers and MGAs.

You can request access to the above features for every XL Catlin account you handle.

Don't take our word for it.

More important than any of our awards is the fact that our customers like using XL GlobalClaim. A lot.

"I have been using the XL GlobalClaim's Customer Portal for several months now and have been extremely impressed. It is a well-designed product that is very user-friendly. XL GlobalClaim's Customer Portal allows me to research claims with ease and provides all of the necessary information I need to properly evaluate our claims."

Major North American Trucking and Transportation Logistics Provider

"For a year, we have been using the XL Global Claim Customer tool, and have had access to the information relating to our claims. During this period, we have met time savings in the claims handling process and follow up. The work to be carried out by ourselves and our broker is being easily, clearly and efficiently developed. The tool not only helps in the management of open claims, but also allows us to conduct the statistical analysis on closed claims."

Iberdrola, S.A.
One of the World's Top Electric Utility Companies

"XL Catlin has integrated in an intuitive and simple application all of the requirements...in the management of Claims. Being able to access information online to the activities conducted by them, and also by independent adjusters, and viewing each and every transaction, translates into time savings, which benefits both. Equally, the historical information provided by the application is of significant value in retrieving data and engaging in data analysis."

Securitas Direct
Europe's Leading Supplier of Safety and Security Solutions

Get started today.

Contact your local claim representative to learn more about the portal.

MAKE YOUR WORLD GO
xlcatlin.com

The information contained herein is intended for informational purposes only. Insurance coverage in any particular case will depend upon the type of policy in effect, the terms, conditions and exclusions in any such policy, and the facts of each unique situation. No representation is made that any specific insurance coverage would apply in the circumstances outlined herein. Please refer to the individual policy forms for specific coverage details.
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5255_04/2016

How to Request Loss Runs

Please send your requests to: **XLMarineLossRuns@axaxl.com**

How to Report Marine Claims

Please email the incident facts and the following information to: **XLCatlinNAMarine@axaxl.com**

Settlement Document	Cargo	Hull	Inland Marine	Automobile
Bill of Lading (Must for International Shipments)	Y	X	X	X
Delivery Receipt (Domestic shipments)	Y	X	X	X
Commercial invoice/freight	Y	X	X	X
Credit Memo / Repair invoice – or Estimates	Y	Y	Y	Y
Liability Letter (Claims Letter to Carrier)	Y	X	X	X
Photographs	Y	Y	Y	Y
Evidence incident has been reported to the appropriate authority for Theft Claims (Mandatory)	Y	Y	Y	Y
Proof of ownership for personal property	X	X	X	Y
Proof of ownership for contractor's equipment	X	X	Y	X

If you prefer to speak with someone, please contact:

Andrew Bumstead
Cargo & Inland Marine Claims Manager
P: 610.968.2594; M: 484.639.1620
andrew.bumstead@axaxl.com

Danielle Ortiz
Hull, Liabilities & Automobile
Claims Manager
P: 610.968.9075; M: 610.324.2994
danielle.ortiz@axaxl.com

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NOTICE TO POLICYHOLDERS

FRAUD NOTICE

Alabama	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.
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.
California	For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state 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 was provided by the applicant.
Florida	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, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or 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 that 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 or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
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.

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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.
New York	**General: All applications for commercial insurance, other than 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 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. **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. **Fire:** 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. **WARNING**: **All Workers Compensation Insurance**: Any person or entity who makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who employs any device, scheme, or artifice, or who aids and abets any person for the purpose of: 1. obtaining any benefit or payment, 2. increasing any claim for benefit or payment, or 3. obtaining workers' compensation coverage under the Administrative Workers' Compensation Act, shall be guilty of a felony punishable pursuant to Section 1663 of Title 21 of the Oklahoma Statutes.

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Pennsylvania	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. **Automobile Insurance:** 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	**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.**
Rhode Island	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	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. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).

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PRIVACY POLICY

The AXA XL insurance group (the "Companies"), believes personal information that we collect about our customers, potential customers, and proposed insureds (referred to collectively in this Privacy Policy as "customers") must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act ("GLBA"), we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term "personal information" includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

Our Privacy Promise

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the AXA XL insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

Collection and Sources of Information

We collect from a customer or potential customer only the personal information that is necessary for (a) determining eligibility for the product or service sought by the customer, (b) administering the product or service obtained, and (c) advising the customer about our products and services. The information we collect generally comes from the following sources:

- Submission – During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;
- Quotes – We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;

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- Transactions – We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;
- Claims – If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and
- Credit and Financial Reports – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

Retention and Correction of Personal Information

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

Storage of Personal Information

We have in place safeguards to protect data and paper files containing personal information.

Sharing/Disclosing of Personal Information

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose “consumer credit report” type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer’s eligibility for credit, insurance or employment. “Consumer credit report type information” means such things as net worth, credit worthiness, lifestyle information (piloting, skydiving, etc.) solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

Policy for Personal Information Relating to Nonpublic Personal Health Information

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

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Access to Your Information

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

- Your independent insurance agent or broker;
- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- Another insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

Violation of the Privacy Policy

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.

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U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

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 United States of America, the European Union or the United Kingdom.

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NOTICE TO POLICYHOLDERS

FLORIDA

FOR INFORMATION, OR
TO MAKE A COMPLAINT, CALL:

1-800-688-1840
AXA XL
677 WASHINGTON BLVD.
10TH FLOOR, SUITE 1000
STAMFORD, CT 06901

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POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

Coverage for acts of terrorism is included in your policy. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States —to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is specified in the policy Declarations, and does not include any charges for the portion of losses covered by the United States government under the Act.

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