

Insured's Name Hialeah Club Villas

Policy # 00119313-0

UMR # \_\_\_\_\_  
(Lloyd's Policies Only)

Policy Dates From	<u>07/01/2021</u>	To	<u>07/01/2022</u>
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Surplus Lines Agents Name Jessica Alcantara

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

Surplus Lines Agents License # P074462

Producing Agent's Name Option Insurance Solutions, Inc. - Yudanis Muniz

Producing Agent's Physical Address 14750 SW 26th Street, Ste -105 , Miami, FL 33185

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

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

Policy Premium \$50,000.00

Policy Fee \$0.00

Inspection Fee \$0.00

Provider Fee \$500.00

Tax \$2,494.70

Service Fee \$30.30

FHCF Assessment \$0.00

Citizen's Assessment \$0.00

EMPA Surcharge \$4.00

Surplus Lines Agent's Countersignature



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

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

# **FLORIDA POLICYHOLDER NOTICE**

## **626.924 (2)**

This policy is issued by a nonadmitted or surplus lines insurer. In order to comply with Florida Statutes, the following notice is given:

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

# COMMERCIAL PROPERTY POLICY DECLARATIONS

JAMES RIVER INSURANCE COMPANY  
6641 WEST BROAD STREET, SUITE 300  
RICHMOND, VA 23230

Policy Number:  
00119313-0

**1. NAMED INSURED AND MAILING ADDRESS:**

Hialeah Club Villas  
PO BOX 173737  
Hialeah, FL 33017

**PRODUCER: 20340**

Peachtree Special Risk Brokers (St.  
Petersburg, FL)  
970 Lake Carillon Drive, Suite 200  
St Petersburg, FL 33716

**2. POLICY PERIOD:** From 07/01/2021 to 07/01/2022 12:01 A.M. Standard Time at your Mailing Address above.

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

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**3. DESCRIPTION OF COVERED PROPERTY:** Real Property, as per schedule of values on file with this Company

**4. PERILS:** Direct Physical Loss or Damage as a result of Windstorm and Hail Only; excluding Storm Surge and Ensuing Flood associated with a windstorm event

**5. LOCATION OF COVERED PROPERTY:** As per schedule of values on file with this Company

**6. LIMIT OF LIABILITY:** \$5,000,000 excess of \$5,000,000 per occurrence, per schedule

**7. DEDUCTIBLE AMOUNT:** \$5,000,000 plus primary deductibles

**8. TOTAL POLICY PREMIUM:** \$ 50,000

**9. MINIMUM EARNED PREMIUM:** See XP0006US-0506 Minimum Earned Premium

**10. TAXES & FEES APPLICABLE:** Company Fee: \$ 500

**11. MORTGAGEE CLAUSE:** LOSS, IF ANY, SHALL BE PAYABLE TO:

**12. FORMS APPLICABLE TO COVERAGES:**

See attached Schedule A – Schedule of Forms.

# SCHEDULE A – Excess Property

FORMS AND ENDORSEMENTS THAT APPLY TO THIS POLICY:

**POLICY NO. 00119313-0**

FORM NUMBER	DESCRIPTION
PN-01US-0410	Florida Policyholder Notice
XP0002US-0403	Commercial Property Policy Declarations
XP0005US-0403	Schedule A-Excess Property
XP0001US-1007	Excess Property Coverage Form (Following Form)
XP0006US-0506	Minimum Earned Premium
XP2303US-0708	Occurrence Limit of Liability Endorsement
XP0050US-0208	Common Policy Conditions (Property)
XP0052US-0907	Conflicting Provisions Clause
XP0051US-0403	Debris Removal Endorsement
AP5038US-1009	Flood Exclusion
SP2300US-0403	Asbestos Exclusion
SP2304US-0403	Property Pollution Exclusion
XP0200US-0403	Earthquake Exclusion
XP2302US-1108	Fungus Mold and Organic Pathogen Exclusion
XP2308US-0403	Increased Cost of Construction and Demolition Exclusion
XP2310US-0615	Exclusion - Pre-Existing Property Damage
XP2312US-1215	Boiler & Machinery Exclusion
XP2317US-0620	Communicable Disease Exclusion
XP2318US-0720	Cyber Loss Exclusion
AP5027R-0115	Rejection of Coverage for Certified Acts of Terrorism Coverage
XP5005US-0115	Exclusion - Terrorism
XP5006US-0115	Exclusion of Certified Acts of Terrorism
IL1201-0403	Policy Changes – Condition(s) – Structural EIFS (Exterior Insulation Finishing System) Exclusion
ILP001-0104	US Treasury Departments Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders
AP0100US-0403	Privacy Policy
XP2315US-1117	Notice of Loss, Damage or Occurrence

# EXCESS PROPERTY COVERAGE FORM (FOLLOWING FORM)

Various provisions in this Policy restrict coverage. Please read the entire Policy and any underlying policies carefully to determine rights, duties and what is and is not covered. Words and phrases that appear in quotation marks have special meanings. Please refer to Section IV - Definitions.

## SECTION I – EXCESS PROPERTY COVERAGE

### 1. INSURING AGREEMENT

This Company will pay for direct physical loss of or damage to Covered Property caused by or resulting from any Covered Cause of Loss in excess of coverage provided by the primary and underlying policy(ies) covering the identical Covered Property.

This Policy shall follow the terms, definitions, conditions and exclusions of primary policy number **H70408210CSP** issued by **StarStone Specialty Insurance Company**, subject to the policy period, policy limits, premiums and all other terms, definitions, conditions and exclusions of this Policy.

The terms and conditions of this Policy shall apply in the event any of the terms or conditions in the underlying policy(ies) conflict with this Policy. In no event shall this Policy provide broader coverage than that provided by the underlying policy(ies). The coverage provided by this Policy is limited to the terms and conditions set forth herein and to the extent any other coverages are provided by the underlying policy(ies), those underlying coverages do not apply to extend coverage under this Policy to perils that are either excluded from coverage or are not specifically listed as a covered peril on the Declarations of this Policy.

This Policy will apply only after the primary and underlying insurer(s) have paid the full amount of their respective "ultimate net loss" liability as set forth herein.

### 2. PREMIUM AND TOTAL INSURABLE VALUES PROVISION

This Policy is issued in consideration of the total premium shown on the Declarations Page, due and payable as of the inception date of this Policy. For the purpose of premium computation, this Policy is issued based on the Statement of Values provided to this Company.

### 3. COVERED CAUSES OF LOSS

Direct Physical Loss or Damage as a result of Windstorm and Hail Only; excluding Storm Surge and Ensuing Flood associated with a windstorm event.

## SECTION II – LIMITS OF INSURANCE

The most this Company will pay for loss or damage arising from any one "loss occurrence" is **100%** of the "ultimate net loss" excess of **\$5,000,000** "ultimate net loss" to the Insured in each and every "loss occurrence", except the total limit of recovery under this Policy shall not exceed the lesser of the following:

- a. **\$5,000,000** per occurrence excess of **\$5,000,000** per occurrence.

- b. **No Coverage Provided** per occurrence and in the annual aggregate as respects all flood losses in any single one year period commencing with the effective date of this Policy.
- c. **No Coverage Provided** per occurrence and in the annual aggregate as respects all earthquake losses in any single one year period commencing with the effective date of this Policy.
- d. The interest of the Insured.

### SECTION III – EXCLUSIONS

This Company shall not be liable for loss or damage caused directly or indirectly by any of the following:

#### 1. WAR RISK

- a. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack by:
  - (1) any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or
  - (2) military, naval or air forces; or
  - (3) an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon employing nuclear fission, fusion, radioactivity, or release of chemical or biological agents shall be conclusively presumed to be such hostile or warlike action by such a government, power, authority or forces.
- b. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence.

#### 2. NUCLEAR

Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, is not insured against by this Policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to or aggravated by any of the perils insured against in this Policy.

This Company shall not be liable for loss or damage to:

#### 1. LAND OR WATER

This Policy does not cover land (including land on which covered property is located) or water.

## **SECTION IV - DEFINITIONS**

### **1. LOSS OCCURRENCE**

The term "loss occurrence" shall mean a loss or series of losses by perils insured against arising out of a single event.

### **2. ULTIMATE NET LOSS**

The term "ultimate net loss" shall mean the actual loss sustained by the Insured as a direct result of the perils insured against by this Policy after making deductions for all salvages, recoveries and other valid and collectible insurance other than recoveries under this Policy and the policy(ies) of the primary and underlying excess insurer(s).

## **SECTION V - CONDITIONS**

### **1. MAINTENANCE OF PRIMARY INSURANCE**

The Insured warrants that the primary policy(ies) and underlying excess policy(ies) shall be maintained in full effect during the term of this policy. If such underlying insurance is not maintained in full effect by the Insured, or if there is any change in the scope of coverage under such underlying insurance, the insurance afforded by this Policy shall apply in the same manner as though such underlying insurance had been so maintained and unchanged.

### **2. BANKRUPTCY OR INSOLVENCY OF UNDERLYING INSURER**

In the event of the bankruptcy or insolvency, or other financial impairment, of any underlying insurer, this Company shall not be liable for the obligations of the underlying insurer. This insurance shall apply as if the underlying insurance was valid and collectible. This insurance shall not replace the underlying insurance.

### **3. SALVAGE OR RECOVERIES**

All salvages, recoveries or payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insured and the Company.

The expense of all proceedings necessary to obtain such recoveries shall be apportioned between the interests concerned in the ratio of their respective recoveries as finally settled. If there should be no recovery, and proceedings are conducted solely by this Company, the expense thereof shall be borne by this Company.

### **4. PERMISSION FOR EXCESS INSURANCE**

Permission is hereby granted for the Insured to purchase insurance in excess of the amount (Limit of Liability) stated in this Policy. Such excess insurance shall not be considered other insurance for purposes of the "Other Insurance" clause.

### **5. TERRITORY**

This Policy covers loss occurring within the fifty (50) states comprising the United States of America, the District of Columbia, and Canada.

#### 6. REPORTS CLAUSE

The Insured agrees to maintain an accurate record of all property at risk hereunder. These records shall be open to inspection by duly authorized representatives of this Company at all reasonable times during business hours.

#### 7. NOTICE OF OCCURRENCE

The Insured or their authorized representatives shall immediately report in writing to the Company or its authorized representative any loss, damage or occurrence that will, or is likely to result in a claim under this Policy. Failure to give notice of any such loss which at the time of occurrence did not appear to involve this policy, but which at a later date would appear to give rise to a claim hereunder, shall not invalidate such claim.

#### 8. PROOF OF LOSS

The Insured shall complete and sign a sworn proof of loss within sixty (60) days after the occurrence of a loss (unless such period has been extended by the written agreement of the Company) stating the time, place and cause of loss, the interest of the Insured and of all others in the property, the sound value thereof and the amount of loss or damage thereto, and all other insurance thereon.

#### 9. CONCEALMENT AND FRAUD

This Policy is void if any Insured has intentionally concealed or misrepresented any material fact or circumstance relating to the insurance provided by this policy.

#### 10. SUBSTITUTION OF TERMS AND CONDITIONS

Regardless of whether this Policy is attached to another policy, the terms and conditions of this Policy and the endorsements attached thereto shall determine the coverage afforded by this Policy.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER **00119313-0**.

**ISSUED TO: Hialeah Club Villas**  
**ISSUED BY: JAMES RIVER INSURANCE COMPANY**  
**EFFECTIVE DATE: 07/01/2021**



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

## **MINIMUM EARNED PREMIUM**

Locations "Exposed to Hurricanes" are subject to the following minimum earned premium provisions:

1. If the insured cancels this policy, removes a location or reduces the amount of insurance on a location and coverage existed any time during the period of June 1<sup>st</sup> to December 1<sup>st</sup> the minimum earned premium will develop as follows for locations "Exposed to Hurricanes":

<u>Days Policy in Force</u>	<u>Earned Factor</u>	<u>Unearned Factor</u>
1-59	35%	65%
60-89	50%	50%
90-119	75%	25%
120 to expiration	100%	

Premium will be considered 100% fully earned effective December 1<sup>st</sup>, regardless of the number of days this policy has been in force. In the event of a loss, premium is 100% minimum and fully earned.

2. If a location "Exposed to Hurricanes" is added during the term of the policy and coverage exists at any time during the period of June 1<sup>st</sup> to December 1<sup>st</sup>, the rate will be calculated as 100% of the annual rate, less the Unearned Factor noted above. Otherwise it shall be pro rata.
3. Limits of Insurance or coverage cannot be increased nor can additional locations be added if they are "Exposed to Hurricanes" and a "Named Storm" is present, unless specifically accepted by the Company.
4. If a location is added or deleted, each type of property at each location shall be treated separately and the Company shall determine the applicable annual rate based upon the characteristics of the risk.
5. If a location is "Exposed to Hurricanes" the provisions of this endorsement replace any short rate or pro rata provisions stipulated in this policy, all subject to the Minimum Earned Premium provisions in this endorsement.

"Exposed to Hurricanes" means any location within 100 miles of the Gulf of Mexico or the Atlantic Ocean from Texas through Virginia and the District of Columbia. For all states north or east of Virginia, "Exposed to Hurricanes" means any location within 30 miles of the Atlantic Ocean.

"Named Storm" means a storm or storm system that has been declared and defined by the National Weather Service to be a hurricane or tropical storm and to include the time period as follows:

1. Beginning at the time a hurricane or tropical storm "watch" or "warning" has been issued by the National Weather Service for the area where the covered property is located.
2. Continuing for the duration that hurricane or tropical storm conditions exist in the area.
3. Ending 72 hours following the cancellation of the "watch" or "warning" for the area by the National Weather Service.

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

If the insured cancels the policy, the Cancellation and Non Renewal provision of the Policy Conditions shall apply to locations that are not "Exposed to Hurricanes", If the Company cancels the policy, the Cancellation and Non Renewal provision, of the Policy Conditions shall apply. The short rate return premium will be 90% of applicable pro rata premium subject to any Minimum Earned Premium stipulations in the policy.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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

## **OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT**

It is understood and agreed that the following special terms and conditions apply to this policy:

1. The limit of liability or amount of insurance shown on the Declarations Page, or endorsed onto this Policy, is a limit or amount per occurrence. Notwithstanding anything to the contrary contained herein, in no event shall the liability of this Company exceed this limit or amount in one disaster, casualty or event, irrespective of the number of locations involved.
2. The premium for this policy is based upon the Statement of Values on file with this Company, or attached to this Policy. In the event of a covered loss hereunder, liability of the Company shall be limited to the lesser of the following:
  - a. The actual adjusted amount of loss, less applicable deductible(s).
  - b. The total stated value for the property involved, as shown on the latest Statement of Values on file with the Company, less applicable deductible(s).
  - c. The limit of liability or amount of insurance shown on the Declarations Page or endorsed onto this Policy.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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

## **COMMON POLICY CONDITIONS (PROPERTY)**

### **PROTECTION SYSTEMS & SERVICE**

If there be in existence, at the inception of this policy, any automatic fire extinguishing system, watchman service or fire or burglar alarm service, the Insured agrees not to discontinue such protection unless this Company is notified. Insofar as an extinguishing system and extinguishing agent thereof are under the control of the Insured, due diligence shall be used by the insured to maintain them in complete working order, and that no change shall be made in the system or in the extinguishing agent supply thereof or in any such supervisory alarm provided thereof without immediate notification to this Company. Permission, however, is hereby given in case of break, leakage, or the opening of sprinkler heads, to shut off the water from so much of the sprinkler system as may be imperative, it being a condition of this Policy that this Company shall be immediately notified and the protection restored as promptly as possible.

### **WAR RISK EXCLUSION**

This Company shall not be liable for loss caused directly or indirectly by:

- a. Hostile or warlike action in time of peace or war, including any action in hindering, combating or defending against an actual, impending or expected attack by:
  - (1) Any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or
  - (2) Military, naval or air forces; or
  - (3) An agent of such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such hostile or warlike action by such a government, power, authority or forces.
- b. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence.

### **NUCLEAR EXCLUSION**

This Company shall not be liable for loss caused directly or indirectly by:

Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, is not insured against by this Policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to or aggravated by any of the perils insured against in this Policy.

### **CANCELLATION AND NON-RENEWAL**

- a. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - (1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
  - (2) 90 days before the effective date of cancellation if we cancel for any other reason.

- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this Policy is cancelled, we will send the first Named Insured any refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If we elect not to renew this Policy for an additional policy period, we shall mail written notice to the first Named Insured at the address shown in the Declarations. Such written notice of non-renewal shall be mailed at least thirty (30) days prior to the end of the policy period.
- g. If notice is mailed, proof of mailing will be sufficient proof of notice.

## **CHANGES**

This Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this Policy with our consent. This Policy's terms can be amended or waived only by endorsement issued by us and made a part of this Policy.

## **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS**

If the insured has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

## **LEGAL ACTION AGAINST US**

No one may bring a legal action against us under this Policy unless:

- a. There has been full compliance with all of the terms of this Policy; and
- b. No suit, action or proceeding for the recovery of any claim under this Policy shall be sustainable in any court of law or equity the same be commenced within twelve (12) months next after discovery by the insured of the occurrence which gives rise to the claim, provided, however, that if by the laws of the State within which this Policy is issued each limitation is invalid, then any such claims shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such State.

## **REPRESENTATIONS**

By accepting this Policy, you agree:

- a. The statements made in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this Policy in reliance upon your representations.

## **SERVICE OF SUIT**

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company will submit to the jurisdiction of any Court of competent jurisdiction within the United States of America or Canada and will comply with all

requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and the practice of such Court.

It is further agreed that service of process in such suit may be made upon the Company's President, or his nominee, at the address shown on the Declarations page of this Policy, and that in any suit instituted against any one of them upon this Policy, this Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

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

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

#### **GOVERNMENT ACTIVITY CLAUSE**

The Company shall not be liable for loss or damage caused by or resulting from:

- a. The seizure or destruction of property insured by this Policy by any government body, including any customs or quarantine action, or
- b. Confiscation or destruction of any property by order of any government or public authority, except an order to destroy property to prevent the spread of fire or explosion.

#### **EXAMINATION OF YOUR BOOKS AND RECORDS**

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

#### **INSPECTIONS AND SURVEYS**

- a. We have the right to:
  - (1) Make inspections and surveys at any time;
  - (2) Give you reports on the conditions we find; and
  - (3) Recommend changes.
- b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - (1) Are safe or healthful; or
  - (2) Comply with laws, regulations, codes or standards.
- c. Paragraphs a. and b. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

- d. Paragraph b. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

## **PREMIUMS**

The first Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

## **TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY**

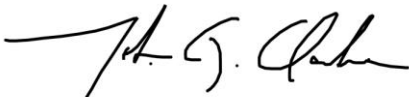
Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

## **ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

In Witness Whereof, this Company has executed and attested these presents; but this Policy shall not be valid unless signed by duly authorized representatives of this Company.

**VICE PRESIDENT**



**PRESIDENT**



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

## **CONFLICTING PROVISIONS CLAUSE**

The following applies to coverage as provided under this Policy:

The terms and conditions of this Policy shall apply in the event any of the terms or conditions in the underlying policy(ies) conflict with this Policy. In no event shall this Policy provide broader coverage than that provided by the underlying policy(ies). The coverage provided by this Policy is limited to the terms and conditions set forth herein and to the extent any other coverages are provided by the underlying policy(ies), those underlying coverages do not apply to extend coverage under this Policy to perils that are either excluded from coverage or are not specifically listed as a covered peril on the Declarations of this Policy.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**



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

## **DEBRIS REMOVAL ENDORSEMENT**

### **DEBRIS REMOVAL:**

The total liability under this policy for debris removal expense shall not exceed \$100,000 in the aggregate for the sum of all such expenses incurred during each separate twelve-month period of this policy, nor will this insurance cover debris removal expenses reported to the Company more than one-hundred eighty (180) days after the date of direct loss or the expiration of this policy. This debris removal coverage does not apply to the cost to extract pollutants from land or water, or to remove, restore or replace polluted land or water.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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

## **FLOOD EXCLUSION**

We do not insure under any coverage for any loss which would not have occurred in the absence of the following excluded event. We do not insure for such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (d) whether the event occurs suddenly or gradually, involves isolated or widespread damage, arises from natural, man-made or external forces, or occurs as a result of any combination of these:

It is agreed that coverage, as provided under this policy, does not extend to loss or damage caused by Flood, regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage.

The term "Flood" means a general and temporary or permanent condition of partial or complete inundation of normally dry land areas from:

- a. Surface water, rising water, waves, tides inland or tidal water, tsunami, overflow of any body of water or their spray, and water due to hurricanes, weather disturbances or storm surges;
- b. Water that backs up from any sewer or drain; or water that leaks or flows from below the surface of the ground;
- c. The release of water held by a dam, levee, dike, or flood control device from any cause including acts, errors or omissions by anyone in the design, specifications, workmanship, repair, construction, or removal of the water or flood control device regardless of whether the loss or damage is direct or indirect and regardless of any other cause or event that contributes concurrently or in any sequence to the loss; or
- d. Mudslides, mudflows, avalanches or debris flows that are caused or precipitated by accumulation of snow, ice or water on or under the ground or which are caused by Flood as defined in a. through c. above;

all whether driven by wind or not.

This exclusion shall apply notwithstanding any coverage for Flood, hurricane, named storm or weather catastrophe occurrence in any underlying policy(ies).

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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

## **ASBESTOS EXCLUSION**

This policy does not cover any loss, damage, claim, cost, expense, removal, restoration or other sum either directly or indirectly arising out of or relating to, and/or contributed to, in whole or in part, by:

1. Asbestos material removal, abatement, mitigation or disposal;
2. Demolition or increased cost of construction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos material;
3. Any Governmental direction declaring that asbestos material present in or part of or utilized on any portion of the insured's property must be removed or modified.

This exclusion applies regardless of whether there is:

1. any physical loss or damage to insured property;
2. any insured peril or cause, whether or not contributing concurrently or in any sequence to the loss;
3. any loss of use, occupancy or functionality; or
4. any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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

## **PROPERTY POLLUTION EXCLUSION**

This policy does not cover loss or damage caused directly or indirectly by the actual, alleged or threatened release, discharge, dispersal, seepage, migration or escape of any "hazardous substances" or "pollutants". Furthermore, this policy does not cover the cost to assess, monitor, treat, detoxify, neutralize, decontaminate, remove, replace or dispose of insured property which has been contaminated by any "hazardous substances" or "pollutants", and by law, request, demand, order, regulatory requirement or civil authority must be restored, disposed of or decontaminated.

This exclusion applies regardless of whether there is:

1. Any physical loss or damage to insured property;
2. Any insured peril or cause, whether or not contributing concurrently or in any sequence to the loss;
3. Any loss of use, occupancy or functionality; or
4. Any action required, including but not limited to assessment, monitoring, treatment, detoxification, neutralization, decontamination, removal, replacement or disposal, or steps taken to address medical or legal concerns.

Definition: "Hazardous substances" or "pollutants" include asbestos, benzene, gasoline, mercury, any pollutants, toxins, chemical waste, biological waste, nuclear waste, as well as any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and any other materials that cause or are alleged to cause loss or damage to insured property.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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

## **EARTHQUAKE EXCLUSION**

It is agreed that coverage, as provided under this policy, does not extend to the peril of Earthquake, defined as follows:

It is agreed that the term "Earthquake" as used in this Policy is defined as loss caused by, resulting from, contributed to, or aggravated by any of the following:

"Earth movement", meaning natural faulting of land masses, not including subsidence, landslide, rock slide, mudflow, earth rising, earth sinking, earth shifting or settling; unless, as a direct result of such earth movement.

Each loss by earthquake shall constitute a single claim hereunder, provided if more than one earthquake shock shall occur within any period of seventy-two (72) hours during the term of this Policy, such earthquake shocks shall be deemed to be a single earthquake within the meaning hereof.

This Company shall not be liable for any loss caused by any earthquake shock occurring before the effective date and time of this Policy, nor for any loss occurring after the expiration date and time of this Policy.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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

## **FUNGUS MOLD AND ORGANIC PATHOGEN EXCLUSION**

This policy does not cover any loss, damage, claim, cost, expense, removal, restoration or other sum either directly or indirectly arising out of or relating to, and/or contributed to, in whole or in part, by:

Mold, fungus, organic pathogens, mycotoxins, virus, mildew, algae, spores or other microorganisms of any type, any substance classified as hazardous by the EPA, as well as any scents or by-products produced or released by these substances.

This exclusion applies regardless of whether there is:

1. any physical loss or damage to insured property;
2. any insured peril or cause, whether or not contributing concurrently or in any sequence to the loss;
3. any loss of use, occupancy or functionality; or
4. any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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

## **INCREASED COST OF CONSTRUCTION AND DEMOLITION EXCLUSION**

It is agreed that coverage, as provided under this policy, does not extend to Increased Cost of Construction and Demolition, defined as follows:

The cost of demolishing any undamaged portion of the insured property, including the cost of clearing the site thereof, caused by loss from any peril insured against under this policy and resulting from enforcement of any local, state or federal ordinance or law regulating the construction, repair or demolition of buildings or structures and in force at the time of loss which necessitates such demolition, limited, however, to the minimum requirements of such ordinance or law.

The increased cost of repair or replacement occasioned by the enforcement of any local, state or federal ordinance or law regulating the construction, repair or demolition of buildings or structures which necessitates, in repairing or replacing the building covered hereunder which has suffered damage or destruction by the perils insured against or which has undergone demolition, a greater cost of repair or replacement, limited, however, to the minimum requirements of such ordinance or law that is in force at the time such loss occurs.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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

## **EXCLUSION – PRE-EXISTING PROPERTY DAMAGE**

It is agreed that coverage, as provided under this policy, does not extend to any loss or damage directly or indirectly caused by, resulting from or contributed by property damage including water damage existing prior to the inception of the policy term.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**



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

## **BOILER & MACHINERY EXCLUSION**

This policy does not cover any loss, damage, claim, cost, expense, removal, restoration or other sum either directly or indirectly arising out of, relating to, resulting from, and/or contributed to, in whole or in part, by:

Mechanical breakdown, machinery breakdown, equipment breakdown, or, the over pressurization, explosion, rupture, puff back, fire, cracking or bursting of pressure vessels, pipes, steam boilers, steam pipes, steam turbines, gas turbines, hot water boilers, steam engines, flywheels, machinery or equipment. This exclusion includes but is not limited to the contents or fuel of the pressure vessels, pipes, steam boilers, steam pipes, steam turbines, gas turbines, hot water boilers, steam engines, flywheels, machinery or equipment, together with all equipment attached to or forming a part of these items.

It is agreed that such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss or damage. It is further agreed that this exclusion shall apply notwithstanding any boiler or machinery coverage in any underlying policy(ies).

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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

## **COMMUNICABLE DISEASE EXCLUSION**

**A.** The following exclusion is added:

- 1.** Notwithstanding any provision to the contrary within this Policy, this Policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2.** As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - a.** the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
  - b.** the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
  - c.** the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

## **CYBER LOSS EXCLUSION**

**A. The following exclusion is added:**

- 1.** This Policy excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
  - a.** any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a "computer system", unless subject to the provisions of paragraph 2;
  - b.** any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any "data", including any amount pertaining to the value of such "data".
  - c.** denial of service, including but not limited to unauthorized direction of a high volume of messages or inquiries to a website or e-mail destinations, effectively denying, interrupting or limiting legitimate access;
  - d.** transfer of property caused by, resulting from, or arising out of unauthorized instructions transmitted by a computer;
  - e.** financial loss or any other direct loss or damage due to unauthorized viewing, copying or use of any "data" (including proprietary or confidential information) by any person, even if such activity is considered as theft;
  - f.** cyberattacks including malware, spyware, computer virus, phishing, and similar computer hacking activities.
- 2.** Subject to the other terms, conditions and exclusions contained in this Policy, this Policy will cover physical damage to property insured under and any "time element loss" directly resulting therefrom when such physical damage is directly occasioned by any of the following covered perils when:
  - a.** fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow; and
  - b.** the peril is covered by this Policy.

**B. For purpose of this endorsement the following Definitions are added:**

- 1.** "Computer System" means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
- 2.** "Data" means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a "computer system".
- 3.** "Time Element Loss" means business interruption, contingent business interruption or any other consequential losses.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

**REJECTION OF COVERAGE  
FOR CERTIFIED ACTS OF TERRORISM COVERAGE  
(PURSUANT TO TERRORISM RISK INSURANCE ACT)**

**SCHEDULE**

**THE INSURED WAS OFFERED AND**

**HAS DECLINED TERRORISM COVERAGE ON THIS POLICY**

In accordance with the federal Terrorism Risk Insurance Act, this notice confirms that you were offered and have rejected coverage for terrorist acts certified under that Act.

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

## **EXCLUSION - TERRORISM**

The following applies to coverage as provided under this policy:

- A.** The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

"Terrorism" means activities against persons, organizations or property of any nature:

- 1.** That involve the following or preparation for the following:
  - a.** Use or threat of force or violence; or
  - b.** Commission or threat of a dangerous act; or
  - c.** Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- 2.** When one or both of the following applies:
  - a.** The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
  - b.** It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

- B.** The following exclusion is added:

### **EXCLUSION OF TERRORISM**

We will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

- 1.** The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- 2.** Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- 3.** The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 4.** Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
- 5.** The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada exceeds \$5 million. In determining whether the \$5 million threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold is exceeded.

With respect to this item **B.5.**, the immediately preceding paragraph describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Coverage Part or Policy.

### **C. Application Of Other Exclusions**

1. When the Exclusion Of Terrorism applies in accordance with the terms of **B.1.** or **B.2.**, such exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form, Coverage Part or Policy.
2. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage which would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

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

## **EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

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

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

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

**B.** The following exclusion is added:

### **CERTIFIED ACT OF TERRORISM EXCLUSION**

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

**C. Application Of Other Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLICY CHANGES

POLICY NUMBER  00119313-0	POLICY CHANGES EFFECTIVE  7/1/2021 12:01 AM Standard Time at the address of the Named Insured	COMPANY  JAMES RIVER INSURANCE COMPANY
NAMED INSURED Hialeah Club Villas		AUTHORIZED REPRESENTATIVE Richard J. Schmitzer
COVERAGE PARTS AFFECTED ALL COVERAGE PARTS		

### Condition(s) – Structural EIFS (Exterior Insulation Finishing System) Exclusion

The insured hereby warrants and agrees that during the policy period:

There are no locations on the Statement of Values on file with this company that have Structural EIFS (Exterior Insulation Finishing System).

This insurance does not apply to damage to or resulting from design, manufacture or use of any exterior insulation finish system ("EIFS"), or any product that is a component of an EIFS\* system including DRYVIT.

According to the definitions of the International Building Code and ASTM International, an Exterior Insulation and Finish System (EIFS) is a non-load bearing, exterior wall cladding system that consists of an insulation board attached either adhesively or mechanically, or both, to the substrate; an integrally reinforced base coat; and a textured protective finish coat.

In the event a location is deemed to have EIFS or a component of an EIFS system including DRYVIT then this is a material violation of a policy condition and will result in voiding all insurance coverage under this policy.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**



Authorized Representative Signature



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

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

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

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

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

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

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

# JAMES RIVER INSURANCE COMPANY

## Privacy Policy

**We do not sell customer information to nonaffiliated third parties, and we do not share customer information with nonaffiliated third parties except those parties who perform contractual services for us, and parties to which we are authorized to provide information by law.** In addition, when we provide information to affiliates or non-affiliates, we limit those disclosures to information about your transactions and experiences with us and to disclosures otherwise permitted by law. You do not need to take any action to prevent us from selling or sharing information we obtain about you.

**We use security measures and training in our effort to protect the customer information we collect.** We protect the information we obtain about you by maintaining physical, electronic and procedural safeguards.

**We collect the following types of information about you when you purchase or use our products and services.** Most of the information that we obtain about you comes directly from you, such as through the insurance applications you submit when requesting insurance products. These applications and other inquiries we make of you allow us to learn information that we may use to contact you in the future, such as your name, address, telephone number and e-mail address. In addition, insurance applications and other information you provide enables us to determine the type and value of your insured property, the types of insurance coverages you have or in which you might be interested, and similar information.

If you visit an Internet site that we maintain, we might request or obtain information that will enable us to identify you as a registered user, such as your name, a user identification name, a password, password reminders, and your Internet service provider. We might use a "cookie" to retain some of this information. We also might obtain information about your operating system, web browser and similar information to enable us to improve the operation of our site.

When we consider products and services in which you may be interested, we often review information that we have about your past transactions with us or our affiliates, such as your existing or former policy coverages, premiums and payment history. In addition, we may learn information about your transactions with nonaffiliated third parties, including the types of products or services you obtained from them and your experiences with them. Finally, we may obtain other information from third parties that has a bearing upon your eligibility for the products or services you seek from us. This information may include your credit report or information about your creditworthiness, or other information maintained by consumer reporting agencies.

**We provide customer information only to our affiliates and to nonaffiliates that must protect your customer information.**

**We also may provide information as mentioned in this notice to nonaffiliated third parties that perform services for us or perform functions on our behalf, such as marketing and research, or to other financial institutions with which we have joint agreements for activities such as marketing. By law, our contracts with these parties must prevent them from using the information they receive about you except as described in this notice.**

Finally, we may share customer information as permitted by applicable law. This means that we will share information with parties as necessary to affect, administer, or enforce transactions that you request. For example, we might provide information to a company that processes, prints and mails our insurance policies to you, or to a company that adjusts claims under your policies. We also might disclose customer information to other entities specified by law, such as insurance advisory organizations, our attorneys and accountants, consumer reporting agencies, or civil and regulatory authorities. Federal law sets the limitations on these types of disclosures.

**We strive to keep our records as accurate as possible.** We attempt to maintain accurate records about you and we will gladly make appropriate corrections when you notify us. Of course, we do not control the accuracy of information gathered and provided by third parties, and you may need to notify third parties directly if you believe that any information we received from them is inaccurate. You may request the name and address of any consumer-reporting agency from which we obtain a report on you. You then may contact that consumer-reporting agency to request a copy of the report it makes or to advise of any changes to the information they maintain and report.

We will provide one copy of this Privacy Policy to joint contract holders. Please share this information with everyone covered under your policy or contract.

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

## **NOTICE OF LOSS, DAMAGE, OR OCCURRENCE**

The Insured or their authorized representatives shall immediately report in writing to the Company or its authorized representative any loss, damage or occurrence that will, or is likely to result in:

- a.** a claim under this policy; or
- b.** the exhaustion of 50% or more of the limits of the underlying insurance.

Failure to give notice of any such loss which, at the time of occurrence, did not appear to involve this policy but which, at a later date, would appear to give rise to a claim hereunder, shall not invalidate such claim.

All claims or likely claims are to be reported to the Company's Claims Department as follows:

Claims Department  
James River Insurance Company  
P.O. Box 27648  
Richmond, VA 23261

Email: [CoreClaims@jamesriverins.com](mailto:CoreClaims@jamesriverins.com)

Fax: (804) 420-1058 - Attention: Claims Department

New Claims must be reported in writing by Fax, E-mail or by mail.

New claims notices are not accepted by telephone.

If you are inquiring about an existing claim, please contact your claims representative directly or call (804) 289-2712.

Additional information regarding reporting losses, can be found at <http://www.jamesriverins.com/claims>.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**