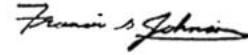


This Certificate comprises a Certificate Jacket, the Schedule [Declarations Page], Wording and all other provisions, conditions and warranties attached and any endorsements issued.

**NOTICE TO INSURED:** This company has been approved by the director or his designee of the South Carolina Department of Insurance to write business in this State as an eligible surplus lines insurer, but it is not afforded guaranty fund protection.

Previous No. XF855210043 Authority Ref. No. B123022JSI855 Certificate No. **XF855220041**

**1** Name and address of the Assured Belle Isle Yacht Club HOA Inc. Regime 4  
1142 Belle Isle Road  
Georgetown, SC 29440



**2** Effective from July 11<sup>th</sup>, 2023 to July 11<sup>th</sup>, 2024 both days at 12:01 a.m. standard time

**3 List of Insurers:** 100% - certain underwriters at Lloyd's  
The registered address for all Lloyd's Underwriters is One Lime Street, London, EX3M 7HA, United Kingdom.

**4** Insurance cover provided:

**4a.** Insured Perils: Excess Flood Insurance (Buildings only)

**4b.** The property or Interest: Building #1 - 1168 Belle Isle Road, Georgetown, South Carolina 29440  
Building #2 - 1154 Belle Isle Road, Georgetown, South Carolina 29440  
Building #3 - 1146 Belle Isle Road, Georgetown, South Carolina 29940

**4c.** Limit(s) of Liability: **\$1,758,374.** any one occurrence and in the aggregate annually sub-limit as follows:

**\$ 553,090.** in respect of building #1  
**\$ 652,194.** in respect of building #2  
**\$ 553,090.** in respect of building #3

**EXCESS OF:**

**\$ 1,000,000.** per occurrence, per building

**4d. Underlying limits**

Coverage Layer	Total Limit of Liability for Primary Insurer(s)	Insurer	Participation	Policy No
Primary	\$1,000,000 Building	American Bankers Ins. Co of FL	100%	60102540012014
Primary	\$1,000,000 Building	American Bankers Ins. Co of FL	100%	60102939842014
Primary	\$1,000,000 Building	American Bankers Ins. Co of FL	100%	60102940152014

Certificate Number: XF855220041

Page 1 of 4

<b>4e. Premium:</b>	<b>\$6,602.00</b> 100% annual(*)	POLICY FEE	\$100.00
		STATE TAX	\$402.12
		total	\$7,104.12

**4f. Taxes:** It is the responsibility of the surplus lines broker to ensure information relating to taxes is disclosed to the Insured, according to local regulatory rules. In the event no tax information has been provided, the Insured should contact the surplus lines broker.

**SURPLUS LINES**

**BROKER:** Francis G Johnson, 200 Wingo Way #200, Mt. Pleasant, SC 29402  
Lic. No. 4872089

**4g. Described Location:** Residential (condo units – 4 units per building)

**5 Wording and additional Forms attached hereto and any special conditions:**

- 1230THBNASR044A Excess Flood Insurance wording (without Underling agg)
- 30 Day Cancellation Clause (as contained in the Wording)
- 10 Day Cancellation Clause in the event of non-payment of premium due hereunder (as contained in the Wording)
- NMA1998 Service of Suit Clause (U.S.A.) (amended)
- LMA3100 Sanction Limitation and Exclusion Clause
- LMA5018 Microorganism Exclusion (Absolute)
- LMA5019 Asbestos Endorsement (With Listed Perils amended to 'Flood')
- NMA1191 Radioactive Contamination Exclusion Clause – Physical Damage - Direct (U.S.A.)
  
- NMA2340 U.S.A. & Canada, Land, Water and Air Exclusion, Seepage and/or Pollution and/or Contamination Exclusion, Debris Removal Endorsement (Combined Clause)
- LMA5401 Property Cyber and Data Exclusion
- NMA2962 Biological or Chemical Materials Exclusion
- NMA2918 War and Terrorism Exclusion Endorsement
- 1230THBNASR0065E 90% Values Clause
- LSW1001 Several Liability Notice (Insurance)
- 664THB00119 (\*)50% Minimum Earned Premium Clause
- NMA0045 Enquiries and Complaints Procedure wording  
Short Rate Cancellation Table Endorsement (U.S.A.)

To follow all other terms and conditions of Underlying NFIP policy number(s)  
(60102540012014) written by (American Bankers Ins. Co. of Florida)  
(60102939842014) written by (American Bankers Ins. Co. of Florida)  
(60102940152014) written by (American Bankers Ins. Co. of Florida)  
as far as applicable

*Assignment or transfer of this Policy in whole or in part shall not be valid without the written consent of Underwriters*

**6. Law applicable to the contract (being which territory's law will be used to determine a dispute relating to the contract)**

The state of South Carolina

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**7. Jurisdiction applicable to the contract (being the territory in which any dispute relating to this Certificate will be heard):**

Any competent court within the United States of America.

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**8. Service of Suit (being any summons, notice or process to be served upon Lloyd's Underwriters for the purpose of instituting any legal proceedings against them in connection with this Certificate) may be made upon:**

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

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**9. In the event that you wish to make a claim under this Certificate, please notify the following:**

Jencap Specialty Insurance Services, Inc.  
295 Main Street, Suite 866, Buffalo, New York 14203-2595

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

Jencap Specialty Insurance Services, Inc.  
295 Main Street, Suite 866, Buffalo, New York 14203-2595

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**11. For any other enquiries, please contact your broker or the Coverholder, indicated below:**

Jencap Specialty Insurance Services, Inc.  
295 Main Street, Suite 866, Buffalo, New York 14203-2595

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<b>12. INFORMATION:</b>	Total Insured Values:	\$1,553,090 in respect of Buildings – Building #1 \$1,652,194 in respect of Buildings – Building #2 \$1,553,090 in respect of Buildings – Building #3
	Flood Zone:	AE
	Occupancy:	Residential (condo units - 4 units per building)
	Loss History:	None as per the insured's application
	Construction:	Post Firm (pilings – concrete) Year built: 2007 Three Story

**13a. Declared Value(s):** Total Insured Values: **See above INFORMATION**

**13b. Flood Zone:** AE

**14.** Currency Clause: Wherever reference is made to dollars in the attached wording it shall be understood to refer to UNITED STATES DOLLARS and all premium and losses shall be paid in United States Currency

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**Dated:** July 17, 2023

Signed by



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Coverholder

This Certificate is only valid if it bears the signature of the Coverholder, on behalf of certain Underwriters at Lloyd's.



# Lloyd's Certificate

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**This Insurance** is underwritten by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them are stated within this Certificate.

**This Certificate** is issued by the Coverholder identified within this Certificate in accordance with the authorisation granted to the Coverholder under the Binding Authority Agreement with the Unique Market Reference stated within this Certificate.

*In the event of a claim under this Certificate, please notify the following Correspondent:*

## **JENCAP SPECIALTY INSURANCE SERVICES INC.**

**866 Ellicott Square Building  
295 Main Street**

**Buffalo, New York 14203-2595**

**T: (800) 333-7226**

**F: (800) 677-6779**

## **EXCESS FLOOD WITHOUT UNDERLYING AGGREGATE (2017)**

### **1. INSURING CLAUSE**

Subject to the limitations, terms and conditions contained in this Policy or Endorsed onto this Policy, the Underwriters agree to indemnify the Insured named in the Declarations Page in respect of Direct Physical loss or damage:

- to the "Property or Interest" stated in the Declarations Page;
- whilst located or contained as stated in the Declarations Page; and
- occurring during the "Policy Period" stated in the Declarations Page; and
- caused by the "Insured Perils" stated in the Declarations Page; and
- covered by the "Underlying Policy(ies)" stated in the Declarations Page.

### **2. APPLICATION OF UNDERLYING PROVISIONS**

In respect of the perils insured against, this Policy is subject to the same warranties, terms and conditions:

- as contained in the Policy(ies) of the Primary Insurer(s); or
- renewal agreement (if any) and
- as may be added to the Policy/ies of the Primary Insurer(s) or renewal agreement (if any) prior to the happening of a loss for which claim is made hereunder;

except as follows:

- Premium
- Amount and Limits of Liability (other than deductible or self-insurance provision)
- as otherwise provided in this Policy

Should any alteration be made to the premium for the Policies of the Primary Insurer(s) then the premium under this Policy may be adjusted accordingly.

### **3. LIMIT**

Liability only attaches to this Policy after the underlying insurer(s) have paid or admitted liability for the full limit of their policies, as stated in the "Underlying Limits" of the Declarations Page.

Underwriters of this Policy shall be liable to pay the ultimate net loss up to the "Limit of Liability" stated in the Declarations Page.

### **4. MAINTENANCE OF PRIMARY AND UNDERLYING EXCESS POLICY(IES) AND LIMITS**

It is a condition precedent to recovery under this Policy that the Policy(ies) and Limit(s) of the Underlying Insurer(s) stated in "Underlying Limits" of the Declarations Page shall be maintained in full force and effect.

Only losses which, except for the amount, would have been payable under this Policy may contribute to the satisfaction, reduction or exhaustion of underlying amounts and/or deductibles.

### **5. UNCOLLECTIBILITY OF OTHER INSURANCE**

Notwithstanding any of the terms of this Policy that might be construed otherwise, the insurance provided by this Policy shall always be excess over the full Underlying Limit(s) stated in "Underlying Limit(s) of Liability" of the Declarations Page regardless of the uncollectibility (in whole or in part) of any underlying insured amounts for any reason, including, but not limited to, the financial impairment or insolvency of an underlying Insurer.

The risk of uncollectibility (in whole or part) of other insurance, whether because of financial impairment or insolvency of an underlying or other insurer(s) or for any other reason, is expressly retained by the Insured and is not in any way or under any circumstances insured or assumed by the Underwriters of this Policy.

## 6. DEFINITIONS

Ultimate Net Loss    The words "ultimate net loss" shall mean the loss sustained by the Insured as a result of the perils insured against by this Policy, limited by

- (i) any sub-limits contained within this Policy or the Policy/ies of the Underlying Insurer(s), and
- (ii) making deductions for all salvages, recoveries and other insurances (other than recoveries under the Policy/ies of the Underlying Insurer(s)).

## 7. APPLICATION OF RECOVERIES

All salvages, recoveries or payments recovered or received subsequent to 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 Underwriters, provided always that nothing in this Policy shall be construed to mean that losses under this Policy are not recoverable until the Insured's Ultimate Net Loss has been finally ascertained.

## 8. CANCELLATION

This insurance may be cancelled by the Insured at any time by written notice or by surrender of this Policy. This insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Insured or by mailing to the Insured, by registered, certified or other first class mail, at the Insured's mailing address as shown in this insurance, written notice stating when, in not less than 30 days thereafter (or 10 days in the event of non payment of premium), the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.

If this insurance shall be cancelled by the Insured, the Underwriters shall retain the customary short rate proportion of the premium hereon, except that if this insurance is on an adjustable basis, the Underwriters shall receive the earned premium hereon, or the customary short rate proportion of any minimum premium stipulated herein, whichever is the greater.

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

Payment or tender of unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

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

## 9. NOTIFICATION OF CLAIMS

Upon knowledge of any occurrence likely to give rise to a claim under this Policy, the Insured shall give immediate written advice thereof to the person(s) or firm named for the purpose in the Declarations Page.

## 10. OCCURRENCE LIMIT OF LIABILITY

The per occurrence Limit of Liability stated in "Limit(s) of Liability" of the Declarations Page, or endorsed onto this Policy, is the total of the Underwriters liability applicable to each occurrence, as hereinafter defined. Notwithstanding any other terms and conditions of this Policy to the contrary, in no event shall the liability of the Underwriters exceed this limit irrespective of the number of locations involved.

The term 'Occurrence' shall mean any one loss, disaster, casualty or series of losses, disasters, or casualties, arising out of one event. One event shall be considered to be all losses arising during a continuous period of 72 hours. When filing proof of loss the Insured may elect the moment at which the 72 hour period shall be deemed to have commenced. This shall not be any earlier than when the first loss occurs, to any covered property, during the period of this Policy.

1230THBNASR0044A



## **ADDITIONAL WORDINGS AND CLAUSES**

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

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

It is further agreed that service of process in such suit may be made upon the person(s) or Firm named in the Declarations Page for that purpose and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

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

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

24/4/86  
NMA1998

### **SANCTION LIMITATION AND EXCLUSION CLAUSE**

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

15/09/10  
LMA3100

### **MICROORGANISM EXCLUSION (ABSOLUTE)**

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

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

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

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

14/09/2005  
LMA5018

#### **ASBESTOS ENDORSEMENT**

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

Flood.

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

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

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

14/09/2005  
LMA5019

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

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

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

7/5/59  
NMA1191

## U.S.A. & CANADA

### LAND, WATER AND AIR EXCLUSION

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

### SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION

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

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

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

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

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

### DEBRIS REMOVAL ENDORSEMENT

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

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

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

1. In the event of direct physical damage to or destruction of property, for which Underwriters hereon agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay (hereinafter referred to as "Damage or Destruction"), this Policy also insures, within the Sum Insured, subject to the limitations and method of calculation below, and to all the other terms and conditions of the Policy, costs or expenses;
  - (a) which are reasonably and necessarily incurred by the Assured in the removal, from the premises of the

Assured at which the Damage or Destruction occurred, of debris which results from the Damage or Destruction; and

- (b) of which the Assured becomes aware and advises the amount thereof to Underwriters hereon within one year of the commencement of such Damage or Destruction.
2. In calculating the amount, if any, payable under this Policy for loss where costs or expenses for removal of debris are incurred by the Assured (subject to the limitations in paragraph 1 above):
- (a) the maximum amount of such costs or expenses that can be included in the method of calculation set out in (b) below shall be the greater of USD25,000 (twenty-five thousand dollars) or 10% (ten percent) of the amount of the Damage or Destruction from which such costs or expenses result; and
- (b) the amount of such costs or expenses as limited in (a) above shall be added to:
- (i) the amount of the Damage or Destruction; and
- (ii) all other amounts of loss, which arise as a result of the same occurrence, and for which Underwriters hereon also agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay; and

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

24/11/88  
NMA2340

### **PROPERTY CYBER AND DATA EXCLUSION**

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

#### **Definitions**

- 4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 5 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 6 Cyber Incident means:

- 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 7 Computer System means:
- 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,  
  
owned or operated by the Insured or any other party.
- 8 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

LMA5401  
11 November 2019

### **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION**

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

NMA2962  
06/02/03

### **WAR AND TERRORISM EXCLUSION ENDORSEMENT**

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

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

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

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

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

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

08/10/01  
NMA2918

### 90% VALUES CLAUSE

Notwithstanding that this Policy forms part of a layered program of insurance, it is agreed this Policy is subject to the following condition:

If 90% of the correct value of any interest insured by this insurance is at the time of loss found to be more than the **declared values**, then your otherwise recoverable loss under this Policy shall be reduced in the same proportion that the **Declared Value** bears to 90% of the value at the time of said loss.

The above clause shall apply separately to the **Declared Value** for:

- Buildings
- Personal Property
- Business Interruption including Rental Income

For the purposes of this insurance '**Declared Value**' means the amount stated by you as part of the application process for insurance cover.

The **Declared Values** are as stated in the **Declarations Page**.

1230THBNASR0065E

### MINIMUM EARNED PREMIUM CLAUSE

In the event of cancellation of this Policy by the Assured, a minimum premium of 50% as of inception shall become earned, any conditions of the Policy to the contrary notwithstanding.

Failure of the Assured to make timely payment of premium shall be considered a request by the Insured for the Underwriters to cancel. In the event of such cancellation by the Underwriters for non-payment of premium the minimum premium shall be due and payable, provided however, such non-payment cancellation shall be rescinded if the insured remits the full premium within 10 days of receiving it.

In the event of any other cancellation of the Underwriters, the earned premium shall be computed pro rata, not subject to the minimum premium.

664THBNA00119

### SHORT RATE CANCELLATION TABLE ENDORSEMENT (U.S.A.)

In consideration of the premium for which this insurance is written it is agreed that in the event of cancellation thereof by the Assured the earned premium shall be computed as follows:-

#### SHORT RATE CANCELLATION TABLE

A. For insurances written for one year:-

Days Insurance in Force		Per Cent. of One Year Premium	Days Insurance in Force		Per Cent. of One Year Premium
-------------------------	--	-------------------------------	-------------------------	--	-------------------------------

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

B. For Insurances written for more or less than one year:-

1. If insurance has been in force for 12 months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance written for a term of one year.

2. If insurance has been in force for more than 12 months:

a. Determine full annual premium as for an insurance written for a term of one year.

- b. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written.
- c. Add premium produced in accordance with items (a) and (b) to obtain earned premium during full period insurance has been in force.

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#### **SEVERAL LIABILITY NOTICE**

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

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## **ENQUIRIES AND COMPLAINTS PROCEDURE**

Any enquiry or complaint should be addressed in the first instance to your local Broker.

If you are not satisfied with the way a complaint has been dealt with you may ask the Policyholder and Market Assistance Department at Lloyd's to review your case without prejudice to your rights in law.

The address is:

Policyholder and Market Assistance  
Lloyd's Market Services  
One Lime Street  
London EC3M 7HA

Telephone: +44 (0)207 327 5693

Fax: +44 (0) 207 327 5225

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Security Details in respect of all Sections, being:

Excess Flood and Earthquake (DC)

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Underwriters at Lloyd's, London

<b>Signed Line</b>	<b>Syndicate</b>
23.5000%	2488 CGM
11.1009%	1225 AES
10.2563%	2121 ARG
4.3197%	1200 AMA
4.9472%	2623 AFB
1.0860%	0623 AFB
4.3438%	2001 AML
9.9909%	2987 BRT
1.1101%	2988 BRT
5.6711%	1886 QBE
4.8265%	1969 APL
5.6711%	4444 CNP
5.3333%	0033 HIS
5.7918%	SWD 4635 Satinwood Consortium (BEA% BEA 4242)
2.0513%	1618 KII
100.0000%	

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