Figure: 28 TAC §1.601(a)(2)(B)

# Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Underwriters at Lloyd's of London

To get information or file a complaint with your insurance company or HMO:

Call: Underwriters at Lloyd's of London at

44-207-327-1000

Toll-free: Online: Email:

Mail: One Lime Street London, EN EC3M 7HA

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state: Call with a

question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030,

Austin, TX 78711-2030

# ¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también de be presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Underwriters at Lloyd's of London

Para obtener información o para presentar una queja ante su compañía de seguros o para o HMO:

Llame a: Underwriters at Lloyd's of London al

44-207-327-1000

Teléfono gratuito:

[optional] En línea:

Correo electrónico:

Dirección postal: One Lime Street London, EN EC3M 7HA

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance,

P.O. Box 12030, Austin, TX 78711-2030

# **Texas Tax Information:**

Risk Location: 2100 Southcrest Dr Fort Worth, TX 76115

## **Guaranty Fund Nonparticipation Notice**

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a \_\_\_\_4.85\_\_\_\_\_\_ percent tax on gross premium.

Surplus Lines Agent: CRC Insurance Services, License #18530

Address: 1 Metroplex Drive, Suite 400, Birmingham, AL 35209

Policy Premium: \$59,357.00

TRIPRA Premium:
TRIPRA Status: NOT APPLICABLE

Surplus Lines Tax: \$2,878.81 Stamping Office Fee: \$23.74

:

**Grand Total:** \$62,259.55



WIND DEDUCTIBLE BUYBACK

# **POLICY DOCUMENT**

# **TEXAS COMPLAINTS NOTICE**

## Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

#### Beazley USA Services, Inc. (on behalf of one or more Beazley Group insurers)

To get information or file a complaint with your insurance company or HMO:

Call: Compliance Department at 1-860-677-3700

Toll Free: 1-866-623-2953
Online: www.beazley.com

Email: us.complaints@beazley.com

Mail: 30 Batterson Park Road, Farmington, CT 06032

#### The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box

12030, Austin, TX 78711-2030

## ¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguras o HMO. Si no lo hace, podría perder su derecho para apelar.

#### Beazley USA Services, Inc. (on behalf of one or more Beazley Group insurers)

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Compliance Department at 1-860-677-3700

**Telefono gratuito:** 1-866-623-2953
En línea: www.beazley.com

Correo electrónico: us.complaints@beazley.com

Dirección postal: 30 Batterson Park Road, Farmington, CT 06032

#### El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presenter una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance,

PO Box 12030, Austin, TX 78711-2030

#### LMA9080E

16 June 2023

#### LLOYD'S PRIVACY POLICY STATEMENT

#### **UNDERWRITERS AT LLOYD'S, LONDON**

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

#### INFORMATION WE COLLECT

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

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

#### INFORMATION WE DISCLOSE

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

#### **CONFIDENTIALITY AND SECURITY**

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

#### RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

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

#### **CONTACTING US**

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

06/03 **LSW1135B** 

# Wind Deductible Buyback



SCHEDULE Policy

THE INSURED IS REQUESTED TO READ THE ENTIRE POLICY CAREFULLY AND INFORM THE INSURER'S REPRESENTATIVE NAMED IN ITEM 18. BELOW IMMEDIATELY IF IT IS NOT CORRECT.

UMR: B131211504U24 POLICY NUMBER: 24PAA003388

1. Named Insured: The BLVD Group LLC

2. Mailing Address of the Insured: 11911 San Vicente Boulevard suite 355, Mid-City, Los

Angeles, Los Angeles County, CA 90049, United States

**3.** Policy Period: From November 01 2024 to November 01 2025 both days at

the time as set forth in the Policy/ies of the Overlying All

Risks Property Insurer(s).

4. Perils Insured: Wind & Hail, as insured and defined in the Policy/ies of the

Overlying Property Insurer(s).

Summary of Charges

As per Appendix of Attachments. **Premium** \$59,357.00

TX Surplus Lines Tax \$2,878.81
TX Stamping Office Fee \$23.74

6. The Property is located or As per Appendix of Attachments. Contained at:

As per Appendix of Attachments. TX Stamping Office Fee \$23.74

Total \$62,259.55

ZIP CODE 76115

7. Overlying Policy Deductible:

5. The Property or Interest:

Deductible(s) for the Perils US insured by this Policy:

USD 737,439 each and every location.

A location is defined as each and every individual scheduled item with a specified individual Total Insured Value listed under 'SECTION V Appendix of Attachments for Insurers' of

this Policy.

8. Limit of this Policy: This Policy shall pay the difference between the

Deductible(s) of the Overlying Insurer(s) as set forth above, and the Insured's Retention set forth below, subject always to

the Maximum Amount Payable.

9. Maximum Amount Payable

under this Policy:

USD 467,377 each and every occurrence.

**10. Insured's Retention:** 1.00% each and every location.

A **location** is defined as each and every individual scheduled item with a specified individual **Total Insured Value** listed under 'SECTION V Appendix of Attachments for Insurers' of

this Policy.

**11. Premium:** USD 59,357, payment always in accordance with Condition I

of Section III of this Policy.

100% Minimum Earned Premium is deemed earned at

inception.

Plus surplus lines tax and all other taxes.

Payment Terms: Due within 45 days of the inception date.

Taxes payable by the Named Insured and administered

by Underwriters: None.

12. Overlying Policy Details:

a) Insurer(s): Amherst Specialty Insurance Company

b) Policy Number(s):

**13. Order:** 100% for Limits.

**14. Law and Jurisdiction:** This Policy shall be governed by the laws of the State of **NY** 

and subject to the jurisdiction of a court of competent jurisdiction within the United States of America, as

determined in accordance with the provisions of Condition J

of Section III of this Policy.

**15. Claims:** Please email notification to: <a href="mailto:claims@bhi.digital">claims@bhi.digital</a>

**16. Nominee for Service of Suit:** Lloyd's America Inc.

Attention: Legal Department

280 Park Avenue East Tower, 25<sup>th</sup> Floor

New York NY 10017 U.S.A.

**17. Time Element Coverage:** Included (Section IV of this Policy).

**18. Insurer's Representative:** The Insurer's representative issuing this Insuring Document

is:

BHI Digital, LLC

3350 Virginia Street, 2nd Floor, Suite 272

Coconut Grove FL 33133 U.S.A

The Insurer's representative is duly authorised to act as agent for the Underwriters in its duties and in issuing this Insuring Document. The Insurer's representative is not an Insurer hereunder and neither is nor shall be liable for any

loss or claim whatsoever.

# **Fiscal and Regulatory**

Tax Payable by Insurer(s): None applicable.

Country of Origin: U.S.A.

Overseas Broker: See Surplus Lines Broker Heading.

Surplus Lines Broker: CRC Insurance Services

One Metroplex Drive Suite 400, Birmingham, Jefferson

County, AL 35209, United States

License Number: 18530

**State of Filing:** To be filed in TX for 100% of the Premium.

U.S. Classification: US Surplus Lines.

# **Security Details**

72.0000% A.F. Beazley Syndicate 2623 28.0000% A.F. Beazley Syndicate 623

----- Total

100.0000%

Simon Richardson BHI Digital, LLC

Alichardon

**Guaranty Fund Nonparticipation Notice** 

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

Surplus Lines Agent: CRC Insurance Services, License# 18530 Address: 1 Metroplex Drive, Suite 400, Birmingham, AL 35209

## SECTION I Insuring Agreement and Limit of this Policy

The words "you" and "your" refer to the Named Insured in the Schedule, and any other person or organisation qualifying as a Named Insured under this Policy. The words "we", "us" and "our" refer to the Insurer(s) providing this insurance.

#### A. Insuring Agreement

We agree to indemnify you in respect of direct physical loss of or damage to the property or interest described in the Schedule, while located or contained at the location or territory described in the Schedule, occurring during the Policy Period stated in the Schedule and caused by any of the Perils Insured stated in the Schedule, all as covered by and defined in the Policy/ies specified in the Schedule (hereinafter referred to as the "Policy/ies of the Overlying Insurers").

#### B. Limit of this Policy

This Policy shall pay the difference between the Deductible(s) of the Overlying Insurer(s) stated in the Schedule, and the amount to be retained by you (hereinafter referred to as the "Insured's Retention") as set forth in the Schedule, subject always to the Maximum Amount Payable under this Policy not exceeding the amount stated in the Schedule

For a loss to contribute to the Limit and Insured's Retention hereon, such loss must be a loss that would be an admitted loss under the Policy/ies of the Overlying Insurers except for the deductible provisions contained therein.

However, this Policy shall not cover any loss adjustment expenses incurred in preparing or certifying details of a claim resulting from a loss which is paid under the Policy/ies of the Overlying Insurers. Nothing contained in the foregoing shall be construed however to deny us the right to appoint, or agree to share in the appointment of, any Loss Adjuster in the investigation of any loss under this Policy.

## **SECTION II** Exclusions

This Policy incorporates by this reference, and is in all respects subject to, each of the Exclusions contained in the Policy/ies of the Overlying Insurers, and as may be added by Endorsement to this Policy.

This Policy does not apply to, and we are not liable to make any payment for, any claims directly or indirectly arising from or related to the following risks, regardless of any other contributing or aggravating cause or event that contributed concurrently or in any sequence to such claims.

#### A. Radioactive Contamination

This Policy does not cover any loss, damage, cost or expense directly or indirectly caused by or contributed to by or arising from nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused.

#### B. Sanctions

We shall not be deemed to provide cover and shall not 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 us 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.

#### C. Terrorism

This Policy does not cover any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Policy 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 Policy 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 any act of terrorism.

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

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

#### D. War

This Policy does not cover any loss, damage, cost or expense directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

#### E. 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

06/02/2003

#### F. 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.

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

#### G. Automobiles

This Policy does not cover any loss, damage, cost or expense of whatsoever nature to owned, hired and non-owned cars, trucks, motorcycles and other road vehicles (whether values are declared or not).

- **H.** This Policy does not cover any loss, damage, cost or expense of whatsoever nature to the following (whether values are declared or not):
  - Plants (including trees, shrubs and lawns);
  - Golf tees and greens;
  - Ornamental ponds;
  - Driveways;
  - Pavements:
  - · Tennis Courts:
  - Swimming and paddling pools;
  - Fencing;
  - Glasshouses, Greenhouses, Hoop Houses and High Tunnels;
  - Irrigation systems;
  - Piers. Docks. Wharves and Slips:
  - All Stock (including raw stock, work in progress and finished goods) stored outside the building(s) insured hereunder.

#### I. Contingent Time Element Coverages

This Policy does not cover any loss, damage, cost or expense of whatsoever nature resulting from Contingent Business Interruption, Contingent Extra Expense or any other Contingent Time Element coverages.

#### J. Communicable Disease Endorsement

- 1. This Policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently, and notwithstanding any other provision of this Policy to the contrary, this Policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
- 2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
  - 2.1. for a Communicable Disease, or
  - 2.2. any property insured hereunder that is affected by such Communicable Disease.
- 3. 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:
  - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3. 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 insured hereunder.
- 4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

#### LMA5393

25 March 2020

K. This Policy does not cover loss, damage, cost or expense of whatsoever nature due to rain, snow or dust being driven by wind into the interior of any building or structure, unless as a direct result of physical loss or damage to any part of the building or structure caused by wind or hail.

If, however, the Policy/ies of the Overlying Insurer(s) specifically includes coverage of this nature with a deductible applied on an equal basis to the Deductible(s) of the Overlying Insurer(s) stated in this Policy's SCHEDULE under 'Item 7. Overlying Policy Deductible', coverage will be included hereunder as defined under 'SECTION I - Insuring Agreement and Limit of this Policy'.

#### L. Prior Loss Clause

Notwithstanding any provision to the contrary applicable to this Policy, this Policy does not insure against the following:

- 1. any loss, damage or expense that existed prior to the inception of this Policy, with respect to insured property which has been damaged and has not since been fully repaired;
- 2. any loss, damage or expense that may occur due to any repairs or work that takes place on the insured property to rectify any loss or damage that existed prior to the inception of this Policy;
- 3. any loss, damage or expense that would not have occurred if repairs to damaged property that were outstanding at the inception of this Policy had been fully completed.

This exclusion shall apply until such time that the loss or damage that existed prior to the inception of this Policy has been repaired to a standard acceptable to us and has been certified as meeting the current code standards. Such certification shall be made available to us upon request.

#### A. Application of Recoveries

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

#### **B.** Cancellation

This insurance may be cancelled by you at any time by written notice or by surrender of this Policy.

This insurance may also be cancelled by or on behalf of us by delivering to you, or by mailing to you, by registered, certified or other first class mail, at your address as stated in the Schedule, written notice stating when, not less than sixty (60) days thereafter, except in respect of non-payment of premium, the date set forth in Condition I of Section III of this Policy, 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 you, we shall retain the customary short rate proportion of the premium hereon, except that if this insurance is on an adjustable basis we shall receive the earned premium hereon or the customary short rate proportion of any minimum premium stipulated elsewhere within this insurance, whichever is the greater, subject always to the amount stated in the Schedule as Minimum Earned Premium being deemed fully earned at inception.

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

Payment or tender of any unearned premium by us 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.

#### C. Conflict of Statute / Laws

In the event that any provision of this Policy is found by a court of competent jurisdiction to be invalid or unenforceable, the other provisions of this Policy and the remainder of the provision in question shall not be affected thereby and shall remain in full force and effect.

#### D. Demolition and Increased Cost of Construction

This Policy is subject to the same provisions as respects Demolition and Increased Cost of Construction as are contained in the Policy/ies of the Overlying Insurers.

#### E. Fraudulent Conduct and Misrepresentation

The entire Policy and any loss or claim thereunder will be void if, whether before or after a loss, you have:

- 1. intentionally concealed intentionally misrepresented any material fact or circumstance;
- 2. engaged in fraudulent conduct; or
- 3. made false statements:

relating to the Policy or any loss or claim thereunder.

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

#### F. Maintenance of Overlying Insurance

In respect of the Perils Insured, this Policy is subject to the same warranties, terms and conditions (except as regards the premium, the amounts and limits of liability, any deductible provision, and the renewal agreement, if any, and except as otherwise provided elsewhere in this Policy) as are contained in or as may be added to the Policy/ies of the Overlying Insurers prior to the happening of an Occurrence for which claim is made hereunder.

It is a condition of this Policy that the Policy/ies of the Overlying Insurers shall be maintained in full effect during the currency of this Policy.

#### G. Notification of Claims

You shall, upon knowledge of any Occurrence likely to give rise to a claim hereunder, give immediate written advice thereof to our Representative as stated in the Schedule.

## H. Notifying Insurers of any changes or inaccuracies

By accepting this Policy and in setting the terms and premium, we have relied on the information given to us by you.

In the event you become aware that information you have given to us is inaccurate or has changed, you must inform our Representative stated in the Schedule as soon as practicable.

When we are notified that information you previously provided is inaccurate, or of any changes to that information, we will tell you if this affects the insurance under this Policy. For example, we may amend the terms of this Policy or require you to pay more for the insurance under this Policy or cancel the insurance under this Policy in accordance with Condition B of Section III of this Policy.

If you fail to notify us that information you had provided is inaccurate, or you fail to notify us of any changes, the insurance under this Policy may become invalid and we may not pay your claim, or any payment could be reduced.

#### I. Premium Payment Terms

You undertake that premium will be paid in full to us within 45 days of inception of this Policy (or, in respect of instalment premiums, when due).

If the premium due under this Policy has not been so paid to us by the forty-fifth day from the inception of this Policy (and, in respect of instalment premiums, by the date they are due), we shall have the right to cancel this Policy by notifying you via the broker in writing. In the event of cancellation, premium is due to us on a pro-rata basis for the period that we are on risk, but the full Policy premium shall be payable to us in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this Policy.

It is agreed that we shall give not less than 15 days prior notice of cancellation to you via the broker. If premium due is paid in full to us before the notice period expires, notice of cancellation shall automatically be revoked. If not, the Policy shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause, which will remain in full force and effect.

Where the premium is to be paid through a London Market Bureau, payment to us will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

#### J. Service of Suit

It is agreed that in the event of our failure hereon to pay any amount claimed to be due hereunder, we hereon, at your request, will submit to the jurisdiction of a court of competent jurisdiction within the United States of America. Nothing in this clause constitutes or should be understood to constitute a waiver of our right to commence an action in any Court of competent jurisdiction in the United States of America, 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 stated for such purpose in the Schedule, and that in any suit instituted against any one of them upon this Policy, we 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 stated in the Schedule are authorized and directed to accept service of process on our behalf in any such suit and/or upon your request to give a written undertaking to you that they will enter a general appearance upon our 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, we hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on your behalf or any beneficiary hereunder arising out of this Policy, and hereby designate the person(s) or firm stated in the Schedule as the person to whom the said officer is authorized to mail such process or a true copy thereof.

#### K. Unintentional Errors and Omissions

This Policy is subject to the same provisions, if any, as respects Unintentional Errors and Omissions as are contained in the Policy/ies of the Overlying Insurers.

#### L. Valuation

The valuation basis of this Policy is Replacement Cost, as defined in the Policy/ies of the Overlying Insurers, except as may be provided in said Policy/ies of the Overlying Insurers.

**M.** This Policy does not cover any Tropical Depression, Tropical Storm or Named Storm for which a Tropical Depression advisory, Tropical Storm, Hurricane watch, or Hurricane warning has been issued by the National Weather Service (NWS) and/or the National Oceanic and Atmospheric Administration (NOAA) prior to the date of binding.

#### N. Blanket Named Insured and Named Insured Addresses amendments

Any updates or amendments to Named Insureds and Named Insureds' addresses are automatically agreed by us as per the Certificates and/or Schedule of Values held on file by you, provided that those updates or amendments do not increase the Total Insured Values on file with us.

#### O. Blanket Additional Named Insureds and Additional Named Insureds' Addresses amendments

The interests of any Additional Named Insureds/Mortgagees/Loss Payees as per the Certificates and/or Schedule of Values held on file by you are noted and agreed by us.

**P.** Our Policy term must coincide with the Overlying Policy term. Our Policy will expire when the Overlying Policy expires, or upon the expiry date listed under item 3. of the Schedule, whichever the earlier. Our valuation follows the Overlying Policy valuation. In the event multiple Overlying Policies exist, we only follow such Overlying Policy as is listed in the Policy Schedule.

The Overlying Perils Insured deductible is USD 737,439 each and every location. We are buying back to 1.00% each and every location. In the event of a claim, this Policy follows the terms and conditions of the Overlying Policy listed under item 12. of the Policy Schedule.

# SECTION IV Time Element Coverage Extension

It is understood and agreed that this insurance extends to cover Time Element coverages (as insured under the Policy/ies of the Overlying Insurers) consequent upon the loss or damage to the Property insured hereby, except as excluded herein.

As used in this Time Element Coverage Extension, the words "Time Element coverages" shall mean business interruption, business income, extra expense, rental income or rental value, contingent business interruption, and contingent extra expense.

The Limit and our Retention as stated in the Schedule are inclusive of damage to Property and Time Element coverages.

# SECTION V Appendix of Attachments for Insurers

Address Total Insured Value

2100 Southcrest Drive, Seminary Hill, Fort Worth, Tarrant County, TX 76115

USD 27,006,160

USD 27,006,160