



Amwins Insurance Brokerage, LLC  
5910 North Central Expressway  
Suite 500  
Dallas, TX 75206  
  
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## POLICY PREMIUM AND SURPLUS LINES TAX SUMMARY

Attached to and forming part of Policy Number: FBS0000748-00

<b>Named Insured:</b>	Freehold Management, Inc.	<b>Policy Number:</b>	FBS0000748-00
<b>Coverage:</b>	Flood	<b>Carrier:</b>	Voyager Indemnity Insurance Company
<b>Agency:</b>	Swingle, Collins and Associates	<b>Policy Period:</b>	09/30/2023 - 09/30/2024

<b>Policy Premium:</b>	<b>\$20,926.00</b>
<b>Surplus Lines Taxes:</b>	<b>\$1,030.60</b>
<b>Total:</b>	<b>\$21,956.60</b>

### SURPLUS LINES TAX CALCULATION:

Description	Taxable Premium	Taxable Fee	Tax Basis	Rate	Tax
<b>Texas</b>					
Surplus Lines Tax	\$20,926.00	\$0.00	\$20,926.00	4.850%	\$1,014.91
Stamping Fee	\$20,926.00	\$0.00	\$20,926.00	0.075%	\$15.69
<b>Total Surplus Lines Taxes and Fees</b>					<b>\$1,030.60</b>

## SURPLUS LINES DISCLOSURE

### Texas

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.

**Amwins Insurance Brokerage, LLC**  
**4725 Piedmont Row Dr., Suite 600**

Surplus Lines Licensee Name: Charlotte, NC 28210

**PRIVATE COMMERCIAL FLOOD INSURANCE POLICY  
DECLARATIONS PAGE**

NEW DECLARATION \*\*\*\*\*  
EFFECTIVE 09/30/23[illegible]

This Policy meets the definition of private flood insurance contained in 42 U.S.C.4012a(b)(7) and the corresponding regulation.

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.

**Voyager Indemnity Insurance Company**

A Stock Insurance Company  
 260 Interstate North Circle SE  
 Atlanta, GA 30339

**Policy Number: FBS000074800**

For questions or to report a claim please call 800-280-3309

**PRIVATE COMMERCIAL FLOOD INSURANCE POLICY  
 DECLARATIONS PAGE  
 SCHEDULE A**

	<b>Insured Property Location</b>	<b>Construction Date</b>	<b>Replacement Cost</b>	<b>Flood Risk Zone</b>	<b>Basement/Enclosure</b>	<b>Contents Location</b>	<b>Elevated Building</b>	<b>Coverage A-Building Property Limit of Liability / F-FlexCash Limit of Liability</b>	<b>Coverage B-Personal Property Limit of Liability</b>	<b>Building and Contents Deductible</b>
0001	6850 RIDGMAR MEADOW RD FORT WORTH, TX 76116	01/01/1986	\$7,382,700	AE	No Basement, Enclosure or Crawlspace	Lowest Floor Only Above Ground Level	N	\$500,000  FlexCash Limit: \$10,000	\$3,600	\$50,000/ \$3,000
0002	169 INTERSTATE 35 S NEW BRAUNFELS, TX 78130	01/01/1986	\$580,100	X	No Basement, Enclosure or Crawlspace	Lowest Floor Only Above Ground Level	N	\$580,100  FlexCash Limit: \$10,000	\$5,000	\$50,000/ \$4,000
0003	6800 RIDGMAR MEADOW RD FORT WORTH, TX 76116	01/01/1986	\$2,083,000	X	No Basement, Enclosure or Crawlspace	Lowest Floor Only Above Ground Level	N	\$500,000  FlexCash Limit: \$10,000	\$3,600	\$50,000/ \$3,000
0004	1300 GREEN OAKS RD FORT WORTH, TX 76116	01/01/1986	\$4,825,200	X	No Basement, Enclosure or Crawlspace	Lowest Floor Only Above Ground Level	N	\$500,000  FlexCash Limit: \$10,000	\$3,600	\$50,000/ \$3,000
0005	185 INTERSTATE 35 S NEW BRAUNFELS, TX 78130	01/01/1986	\$1,239,300	X	No Basement, Enclosure or Crawlspace	Lowest Floor Only Above Ground Level	N	\$500,000  FlexCash Limit: \$10,000	\$5,000	\$50,000/ \$4,000
0006	1255 GREEN OAKS RD FORT WORTH, TX 76116	01/01/1986	\$5,141,600	AE	No Basement, Enclosure or Crawlspace	Lowest Floor Only Above Ground Level	N	\$500,000  FlexCash Limit: \$10,000	\$3,600	\$50,000/ \$3,000
0007	6750 ABRAMS RD DALLAS, TX 75231	01/01/1986	\$897,600	X	No Basement, Enclosure or Crawlspace	Lowest Floor Only Above Ground Level	N	\$500,000  FlexCash Limit: \$10,000	\$2,500	\$50,000/ \$2,000
0008	6780 ABRAMS RD DALLAS, TX 75231	01/01/1986	\$10,408,200	X	No Basement, Enclosure or Crawlspace	Lowest Floor Only Above Ground Level	N	\$500,000  FlexCash Limit: \$10,000	\$22,500	\$50,000/ \$20,000
0009	161 INTERSTATE 35 S NEW BRAUNFELS, TX 78130	01/01/1986	\$1,239,300	X	No Basement, Enclosure or Crawlspace	Lowest Floor Only Above Ground Level	N	\$500,000  FlexCash Limit: \$10,000	\$5,000	\$50,000/ \$4,000

# Voyager Indemnity Insurance Company

A Stock Insurance Company  
260 Interstate North Circle, SE, Atlanta, Georgia 30339 • (800) 852-2244

## PRIVATE COMMERCIAL FLOOD INSURANCE POLICY

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### SECTION I – AGREEMENT

PLEASE READ THE **POLICY** CAREFULLY. THE FLOOD INSURANCE PROVIDED IS SUBJECT TO LIMITATIONS, RESTRICTIONS AND EXCLUSIONS.

This **Policy** meets the definition of private flood insurance contained in 42 U.S.C.4012a(b)(7) and the corresponding regulation.

Voyager Indemnity Insurance Company provides **flood** insurance under the terms of this agreement.

**We** will pay **you** for **direct physical loss by or from flood** to **your** insured property if **you**:

1. Have paid the correct premium;
2. Comply with all terms and conditions of this **Policy**; and
3. Have furnished accurate information and statements.

**We** have the right to review the information **you** give **us** at any time and to revise **your Policy** based on **our** review.

### SECTION II - DEFINITIONS

- A) In this **Policy**, "**you**" and "**your**" refer to the insured(s) shown on the **Declarations Page** of this **Policy**. Insured(s) includes: Any mortgagee and loss payee named in the **application** and **Declarations Page**, as well as any other mortgagee or loss payee determined to exist at the time of loss in the order of precedence. "**We**," "**us**," and "**our**" refer to the insurer.
- Some definitions are complex because they are provided as they appear in the law or regulations, or result from court cases. The precise definitions are intended to protect **you**.

- B) **Flood**, as used in this **flood insurance Policy**, means:
- 1) A general and temporary condition of partial or complete inundation of two or more acres of normally dry land area or of two or more properties (one of which is **your** property) from:
    - a) Overflow of inland or tidal waters;
    - b) Unusual and rapid accumulation or runoff of surface waters from any source; or
    - c) **Mudflow**.
  - 2) Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels which result in a **flood** as defined in B)1)a) above.
- C) The following are the other key definitions that **we** use in this **Policy**:
- 1) **Act**. The National Flood Insurance **Act** of 1968 and any amendments to it.
  - 2) **Actual Cash Value**. The cost to replace an insured item of property at the time of loss, less the value of its physical depreciation.
  - 3) **Application**. The statement made and signed by **you** or **your** agent in applying for this **Policy**. The **application** gives information **we** use to determine the eligibility of the risk, the kind of **Policy** to be issued, and the correct premium payment. The **application** is part of this **flood insurance Policy**. For **us** to issue **you** a **Policy**, the correct premium payment must accompany the **application**.
  - 4) **Base Flood**. A **flood** having a one percent chance of being equaled or exceeded in any given year.
  - 5) **Basement**. Any area of the **building**, including any sunken room or sunken portion of a room, having its floor below ground level (subgrade) on all sides.
  - 6) **Building**.
    - a) A structure with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site;
    - b) A manufactured home ("a manufactured home," also known as a mobile home, is a structure: built on a permanent chassis, transported to its site in one or more sections, and affixed to a permanent foundation); or
    - c) A travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and **building** ordinances or laws.

**Building** does not mean a gas or liquid storage tank or a recreational vehicle, park trailer or other similar vehicle, except as described in C)6)c) above.
  - 7) **Cancellation**. The ending of the insurance coverage provided by this **Policy** before the expiration date.
  - 8) **Condominium**. That form of ownership of real property in which each **unit** owner has an undivided interest in common elements.
  - 9) **Condominium Association**. The entity, formed by the **unit** owners, responsible for the maintenance and operation of:
    - a) Common elements owned in undivided shares by **unit** owners; and
    - b) Other real property in which the **unit** owners have use rights; where membership in the entity is a required condition of **unit** ownership.
  - 10) **Declarations Page**. A printed summary of information **you** provided in the **application** for insurance. The **Declarations Page** also describes the term of the **Policy**, limits of coverage, and displays the premium and **our** name. The **Declarations Page** is a part of this **flood insurance Policy**.
  - 11) **Described Location**. The location where the insured **building(s)** or personal property is found. The **described location** is shown on the **Declarations Page**.
  - 12) **Direct Physical Loss By or From Flood**. Loss or damage to insured property, directly caused by a **flood**. There must be evidence of physical changes to the property.
  - 13) **Elevated Building**. A **building** that has no **basement** and that has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.
  - 14) **Emergency Program**. The initial phase of a community's participation in the **National Flood Insurance Program**. During this phase, only limited amounts of insurance are available under the **Act**.
  - 15) **Improvements**. Fixtures, alterations, installations, or additions comprising a part of the **building**.
  - 16) **Mudflow**. A river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water. Other earth movements, such as landslide, slope failure, or a saturated soil mass moving by liquidity down a slope, are not **mudflows**.
  - 17) **National Flood Insurance Program (NFIP)**. The program of **flood** insurance coverage and floodplain management administered under the **Act** and applicable Federal regulations in Title 44 of the Code of Federal Regulations, Subchapter B.
  - 18) **Policy**. The entire written contract between **you** and **us**, also referred to as the **Private Commercial Flood Insurance Policy (PCFIP)**. It includes:
    - a) This printed form;
    - b) The **application** and **Declarations Page**;
    - c) Any endorsement(s) that may be issued; and
    - d) Any renewal certificate indicating that coverage has been instituted for a new **Policy** and new policy term.

Only one **building**, which **you** specifically described in the **application**, may be insured under this **Policy**.

- 19) **Pollutants.** Substances that include, but that are not limited to, any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.
- 20) **Post-FIRM Building.** A **building** for which construction or substantial improvement occurred after December 31, 1974, or on or after the effective date of an initial Flood Insurance Rate Map (FIRM), whichever is later.
- 21) **Regular Program.** The final phase of a community's participation in the **National Flood Insurance Program**. In this phase, a Flood Insurance Rate Map is in effect and full limits of coverage are available under the **Act**.
- 22) **Residential Condominium Building.** A **building**, owned and administered as a **condominium**, containing one or more family **units** and in which at least 75% of the floor area is residential.
- 23) **Special Flood Hazard Area.** An area having special **flood** or **mudflow**, and/or flood-related erosion hazards, and shown on a Flood Hazard Boundary Map or Flood Insurance Rate Map as Zone A, AO, A1-A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-A30, V1-V30, VE, or V.
- 24) **Stock.** Means merchandise held in storage or for sale, raw materials, and in-process or finished goods, including supplies used in their packing or shipping. **Stock** does not include any property not covered under Section IV, except the following:
  - a) Parts and equipment for self-propelled vehicles;
  - b) Furnishings and equipment for watercraft;
  - c) Spas and hot-tubs, including their equipment; and
  - d) Swimming pool equipment.
- 25) **Unit.** A single-family **unit** in a **residential condominium building**.
- 26) **Valued Policy.** A **Policy** in which the insured and the insurer agree on the value of the property insured, that value being payable in the event of a total loss. The **Private Commercial Flood Insurance Policy** is not a **valued Policy**.
- 27) **Riot.** **Riot** is defined as used herein means:
  - a) Any act committed in the course of a disturbance of the public peace by any person taking part together with others in such disturbance; or
  - b) Any willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out whether or not such act is committed in the course of a disturbance of the public peace; or
  - c) Any act of any lawfully constituted authority for the purpose of suppressing or minimizing the consequences of any existing disturbance of the public peace, or for the purpose of preventing any such act as is referred to in II C)27)a) or II C)27)b) above, or minimizing the consequences thereof.

### SECTION III - PROPERTY COVERED

#### A) COVERAGE A - BUILDING PROPERTY

We insure against **direct physical loss by or from flood** to:

- 1) The **building** described on the **Declarations Page** at the **described location**.
- 2) We also insure such **building** property for a period of forty-five (45) days at another location, as set forth in III C)2)b), Property Removed to Safety.
- 3) Additions and extensions attached to and in contact with the **building** by means of a rigid exterior wall, a solid load-bearing interior wall, a stairway, an elevated walkway, or a roof. At **your** option, additions and extensions connected by any of these methods may be separately insured. Additions and extensions attached to and in contact with the **building** by means of a common interior wall that is not a solid load-bearing wall are always considered part of the **building** and cannot be separately insured.
- 4) The following fixtures, machinery, and equipment, which are covered under Coverage A - Building Property only:
  - a) Awnings and canopies;
  - b) Blinds;
  - c) Carpet permanently installed over unfinished flooring;
  - d) Central air conditioners;
  - e) Elevator equipment;
  - f) Fire extinguishing apparatus;
  - g) Fire sprinkler systems;
  - h) Walk-in freezers;
  - i) Furnaces;
  - j) Light fixtures;
  - k) Outdoor antennas and aerials fastened to **buildings**;
  - l) Permanently installed cupboards, bookcases, paneling, and wallpaper;
  - m) Pumps and machinery for operating pumps;
  - n) Ventilating equipment;
  - o) Wall mirrors, permanently installed; and
  - p) In the **units** within the **building**, installed:
    - i. Built-in dishwashers;
    - ii. Built-in microwave ovens;



- iii. Garbage disposal units;
  - iv. Hot water heaters, including solar water heaters;
  - v. Kitchen cabinets;
  - vi. Plumbing fixtures;
  - vii. Radiators;
  - viii. Ranges;
  - ix. Refrigerators; and
  - x. Stoves.
- 5) Materials and supplies to be used for construction, alteration or repair of the insured **building** while the materials and supplies are stored in a fully enclosed **building** at the **described location** or on an adjacent property.
- 6) A **building** under construction, alteration or repair at the **described location**.
- a) If the structure is not yet walled or roofed as described in the definition for **building** (see II C)6a)), then coverage applies:
    - i. Only while such work is in progress; or
    - ii. If such work is halted, only for a period of up to ninety (90) continuous days thereafter.
  - b) However, coverage does not apply until the **building** is walled and roofed if the lowest floor, including the **basement** floor, of a non-elevated **building** or the lowest elevated floor of an **elevated building** is:
    - i. Below the **base flood** elevation in Zones AH, AE, A1-30, AR, AR/AE, AR/AH, AR/A1-30, AR/A, AR/AO; or
    - ii. Below the **base flood** elevation adjusted to include the effect of wave action in Zones VE or V1-30.

The lowest floor levels are based on the bottom of the lowest horizontal structural member of the floor in Zones VE or V1-V30 and the top of the floor in Zones AH, AE, A1-A30, AR, AR/AE, AR/AH, AR/A1-A30, AR/AO.
- 7) A manufactured home or a travel trailer as described in the Definitions Section (See II C) 6b) and II C)6c)). If the manufactured home is in a **special flood hazard area**, it must be anchored in the following manner at the time of the loss:
- a) By over-the-top or frame ties to ground anchors; or
  - b) In accordance with the manufacturer's specifications; or
  - c) In compliance with the community's floodplain management requirements.
- 8) Items of property in a **building** enclosure below the lowest elevated floor of an elevated **post-FIRM building** located in zones A1-A30, AE, AH, AR, AR/A, AR/AE, AR/AH, AR/A1-A30, V1-V30, or VE, or in a **basement**, regardless of the zone. Coverage is limited to the following:
- a) Any of the following items, if installed in their functioning locations and, if necessary for operation, connected to a power source:
    - i. Central air conditioners;
    - ii. Cisterns and the water in them;
    - iii. Drywall for walls and ceilings in a **basement** and the cost of labor to nail it, unfinished and unfloated and not taped, to the framing;
    - iv. Electrical junction and circuit breaker boxes;
    - v. Electrical outlets and switches;
    - vi. Elevators, dumbwaiters, and related equipment, except for related equipment installed below the **base flood** elevation after September 30, 1987;
    - vii. Fuel tanks and the fuel in them;
    - viii. Furnaces and hot water heaters;
    - ix. Heat pumps;
    - x. Nonflammable insulation in a **basement**;
    - xi. Pumps and tanks used in solar energy systems;
    - xii. Stairways and staircases attached to the **building**, not separated from it by elevated walkways;
    - xiii. Sump pumps;
    - xiv. Water softeners and the chemicals in them, water filters and faucets installed as an integral part of the plumbing system;
    - xv. Well water tanks and pumps;
    - xvi. Required utility connections for any item in this list; and
    - xvii. Footings, foundations, posts, pilings, piers, or other foundation walls and anchorage systems required to support a **building**.
  - b) Clean-up.

## B) COVERAGE B - PERSONAL PROPERTY

- 1) If **you** have purchased personal property coverage, **we** insure, subject to B)2), B)3), and B)4) below, against **direct physical loss by or from flood** to personal property that is inside the fully enclosed insured **building** and is owned solely by **you**.  
**We** also insure such personal property for forty-five (45) days while stored at a temporary location, as set forth in **III C)2b) Property Removed to Safety**.
- 2) When this **Policy** covers personal property, coverage will be either for household personal property or other than household personal property, while within the insured **building**, but not both.
  - a) If this **Policy** covers household personal property, it will insure household personal property usual to a living quarters, that:

- i. Belongs to **you**, or a member of **your** household, or at **your** option:
      - 1. **Your** domestic worker;
      - 2. **Your** guest; or
    - ii. **You** may be legally liable for.
  - b) If this **Policy** covers other than household personal property, it will insure **your**:
    - i. Furniture and fixtures;
    - ii. Machinery and equipment;
    - iii. **Stock**; and
    - iv. Other personal property owned by **you** and used in **your** business, subject to Section IV.
- 3) Coverage for personal property includes the following property, subject to **B)1)a)** and **B)1)b)** above, which is covered under Coverage B - Personal Property only:
- a) Air conditioning units installed in the **building**;
  - b) Carpet, not permanently installed, over unfinished flooring;
  - c) Carpets over finished flooring;
  - d) Clothes washers and dryers;
  - e) "Cook-out" grills;
  - f) Food freezers, other than walk-in, and the food in any freezer;
  - g) Outdoor equipment and furniture stored inside the insured **building**;
  - h) Ovens and the like; and
  - i) Portable microwave ovens and portable dishwashers.
- 4) Coverage for items of property in a **building** enclosure below the lowest elevated floor of an elevated **post-FIRM building** located in Zones A1-A30, AE, AH, AR, AR/A, AR/AE, AR/AH, AR/A1-A30, V1-V30, or VE, or in a **basement**, regardless of the zone, is limited to the following items, if installed in their functioning locations and, if necessary for operation, connected to a power source:
- a) Air conditioning units-portable or window type;
  - b) Clothes washers and dryers; and
  - c) Food freezers, other than walk-in, and food in any freezer.
- 5) Special Limits. **We** will pay no more than \$2,500 for any one loss to one or more of the following kinds of personal property:
- a) Artwork, photographs, collectibles, or memorabilia, including but not limited to, porcelain or other figures, and sports cards;
  - b) Rare books or autographed items;
  - c) Jewelry, watches, precious and semi-precious stones, or articles of gold, silver, or platinum;
  - d) Furs or any article containing fur which represents its principal value.
- 6) **We** will pay only for the functional value of antiques.
- 7) If **you** are a tenant, **you** may apply up to 10% of the Coverage B limit to **improvements**:
- a) Made a part of the **building you** occupy; and
  - b) **You** acquired, or made at **your** expense, even though **you** cannot legally remove.
- This coverage does not increase the amount of insurance that applies to insured personal property.
- 8) If **you** are a **condominium unit** owner, **you** may apply up to 10% of the Coverage B limit to cover loss to interior:
- a) Walls;
  - b) Floors; and
  - c) Ceilings
- that are not covered under a **Policy** issued to the **condominium building**. This coverage does not increase the amount of insurance that applies to insured personal property.
- 9) If **you** are a tenant, personal property must be inside the fully enclosed **building**.

## C) COVERAGE C - OTHER COVERAGES

### 1) Debris Removal

- a) **We** will pay the expense to remove non-owned debris that is on or in insured property and debris of insured property anywhere.
- b) This coverage does not increase the Coverage A - Building Property or Coverage B – Personal Property limit of liability.

### 2) Loss Avoidance Measures

#### a) Sandbags, Supplies, and Labor

- i. **We** will pay up to \$1,000 for the costs **you** incur to protect the insured **building** from a **flood** or imminent danger of **flood**, for the following:
  - a. **Your** reasonable expenses to buy:
    - 1. Sandbags, including sand to fill them;
    - 2. Fill for temporary levees;
    - 3. Pumps; and
    - 4. Plastic sheeting and lumber used in connection with these items; and



- ii. This coverage for Sandbags, Supplies, and Labor applies only if damage to insured property by or from **flood** is imminent and the threat of **flood** damage is apparent enough to lead a person of common prudence to anticipate **flood** damage. One of the following must also occur:
  - a. A general and temporary condition of flooding in the area near the **described location** must occur, even if the **flood** does not reach the insured **building**; or
  - b. A legally authorized official must issue an evacuation order or other civil order for the community in which the insured **building** is located calling for measures to preserve life and property from the peril of **flood**.

This coverage does not increase the Coverage A - Building Property or Coverage B - Personal Property limit of liability.

b) **Property Removed to Safety**

- i. We will pay up to \$1,000 for the reasonable expenses **you** incur to move insured property to a place other than the **described location** that contains the property in order to protect it from **flood** or the imminent danger of **flood**.
- ii. If **you** move insured property to a location other than the **described location** that contains the property, in order to protect it from **flood** or the imminent danger of **flood**, **we** will cover such property while at that location for a period of forty-five (45) consecutive days from the date **you** begin to move it there. The personal property that is moved must be placed in a fully enclosed **building**, or otherwise reasonably protected from the elements.

Any property removed, including a moveable home described in II C)6)b) and II C)6)c), must be placed above ground level or outside of the **special flood hazard area**.

This coverage does not increase the Coverage A - Building Property or Coverage B - Personal Property limit of liability.

iii. **Pollution Damage**

We will pay for damage caused by **pollutants** to covered property if the discharge, seepage, migration, release, or escape of the **pollutants** is caused by or results from **flood**. The most **we** will pay under this coverage is \$10,000. This coverage does not increase the Coverage A - Building Property or Coverage B - Personal Property limit of liability. Any payment under this provision when combined with all other payments for the same loss cannot exceed the replacement cost or **actual cash value**, as appropriate, of the covered property. This coverage does not include the testing for or monitoring of **pollutants** unless required by law or ordinance.

## D) **COVERAGE D - INCREASED COST OF COMPLIANCE**

### 1) **General**

This **Policy** pays **you** to comply with a State or local floodplain management law or ordinance affecting repair or reconstruction of a structure suffering **flood** damage. Compliance activities eligible for payment are: elevation, floodproofing, relocation, or demolition (or any combination of these activities) of **your** structure. Eligible floodproofing activities are limited to:

- a) Non-residential structures.
- b) Residential structures with **basements** that satisfy FEMA's standards published in the Code of Federal Regulations [44 CFR60.6 (b) or (c)].

### 2) **Limit of Liability**

We will pay **you** up to \$30,000 under this Coverage D - Increased Cost of Compliance, which only applies to policies with **building** coverage (Coverage A). **Our** payment of claims under Coverage D - Increased Cost of Compliance is in addition to the amount of coverage which **you** selected on the **application** and which appears on the **Declarations Page**. But the maximum **you** can collect under this **Policy** for both Coverage A- Building Property and Coverage D - Increased Cost of Compliance cannot exceed the Coverage A - Building property limit of liability. **We** do not charge a separate deductible for a claim under Coverage D - Increased Cost of Compliance.

### 3) **Eligibility**

- a) A structure covered under Coverage A-Building Property sustaining a loss caused by a **flood** as defined by this **Policy** must:
  - i. Be a "repetitive loss structure." A "repetitive loss structure" is one that meets the following conditions:
    - a. The structure is covered by a contract of **flood** insurance issued under this **Policy**.
    - b. The structure has suffered **flood** damage on two (2) occasions during a ten (10) year period, which ends on the date of the second loss.
    - c. The cost to repair the **flood** damage, on average, equaled or exceeded twenty-five percent (25%) of the market value of the structure at the time of each **flood** loss.
    - d. In addition to the current claim, the **NFIP** or **PCFIP** must have paid the previous qualifying claim, and the State or community must have a cumulative, substantial damage provision or repetitive loss provision in its floodplain management law or ordinance being enforced against the structure; or
  - ii. Be a structure that has had **flood** damage in which the cost to repair equals or exceeds fifty percent (50%) of the market value of the structure at the time of the **flood**. The State or community must have a substantial damage provision in its floodplain management law or ordinance being enforced against the structure.
- b) This Coverage D - Increased Cost of Compliance pays **you** to comply with State or local floodplain management laws or ordinances that meet the minimum standards of the **National Flood Insurance Program** found in the Code of Federal Regulations at 44 CFR 60.3. **We** pay for compliance activities that exceed those standards under these conditions:
  - i. 3)a)i above.

- ii. Elevation or floodproofing in any risk zone to preliminary or advisory **base flood** elevations provided by FEMA which the State or local government has adopted and is enforcing for **flood**-damaged structures in such areas. (This includes compliance activities in B, C, X, or D zones which are being changed to zones with **base flood** elevations. This also includes compliance activities in zones where **base flood** elevations are being increased, and a flood-damaged structure must comply with the higher advisory **base flood** elevation.) Increased Cost of Compliance coverage does not apply to situations in B, C, X, or D zones where the community has derived its own elevations and is enforcing elevation or floodproofing requirements for **flood**-damaged structures to elevations derived solely by the community.
- iii. Elevation or floodproofing above the **base flood** elevation to meet State or local "freeboard" requirements, i.e., that a structure must be elevated above the **base flood** elevation.
- c) Under the minimum **NFIP** criteria at 44 CFR 60.3 (b)(4), States and communities must require the elevation or floodproofing of structures in unnumbered A zones to the **base flood** elevation where elevation data is obtained from a Federal, State, or other source. Such compliance activities are also eligible for Coverage D - Increased Cost of Compliance.
- d) This coverage will also pay for the incremental cost, after demolition or relocation, of elevating or floodproofing a structure during its rebuilding at the same or another site to meet State or local floodplain management laws or ordinances, subject to Exclusion 5) g) below relating to **improvements**.
- e) This coverage will also pay to bring a **flood**-damaged structure into compliance with State or local floodplain management laws or ordinances even if the structure had received a variance before the present loss from the applicable floodplain management requirements.
- 4) **Conditions**
  - a) When a structure covered under Coverage A - Building Property sustains a loss caused by a **flood**, our payment for the loss under this Coverage D - Increased Cost of Compliance will be for the increased cost to elevate, floodproof, relocate, or demolish (or any combination of these activities) caused by the enforcement of current State or local floodplain management ordinances or laws. **Our** payment for eligible demolition activities will be for the cost to demolish and clear the site of the **building** debris or a portion thereof caused by the enforcement of current State or local floodplain management ordinances or laws. Eligible activities for the cost of clearing the site will include those necessary to discontinue utility service to the site and ensure proper abandonment of on- site utilities.
  - b) When the **building** is repaired or rebuilt, it must be intended for the same occupancy as the present **building** unless otherwise required by current floodplain management ordinances or laws.
- 5) **Exclusions**  
Under this Coverage D - Increased Cost of Compliance, **we** will not pay for:
  - a) The cost to comply with any floodplain management law or ordinance in communities participating in the **NFIP** Emergency Program.
  - b) The cost associated with enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.
  - c) The loss in value to any insured **building** or other structure due to the requirements of any ordinance or law.
  - d) The loss in residual value of the undamaged portion of a **building** demolished as a consequence of enforcement of any State or local floodplain management law or ordinance.
  - e) Any Increased Cost of Compliance under this Coverage D - Increased Cost of Compliance:
    - i. Until the **building** is elevated, floodproofed, demolished, or relocated on the same or to another premises; and
    - ii. Unless the **building** is elevated, floodproofed, demolished, or relocated as soon as reasonably possible after the loss, not to exceed two years.
  - f) Any code upgrade requirements, e.g., plumbing or electrical wiring, not specifically related to the State or local floodplain management law or ordinance.
  - g) Any compliance activities needed to bring additions or **improvements** made after the loss occurred into compliance with State or local floodplain management laws or ordinances.
  - h) Loss due to any ordinance or law that **you** were required to comply with before the current loss.
  - i) Any rebuilding activity to standards that do not meet the **NFIP's** minimum requirements. This includes any situation where the insured has received from the State or community a variance in connection with the current **flood** loss to rebuild the property to an elevation below the **base flood** elevation.
  - j) Increased Cost of Compliance for a garage or carport.
  - k) Any structure insured under an **NFIP** Group or Individual Flood Insurance **Policy**.
- 6) **Other Provisions**  
All other conditions and provisions of this **Policy** apply.

#### **E) COVERAGE E - RIOT COVERAGE**

- 1) This **Policy** provides coverage for items listed in E) 2) against direct physical loss by or from a **riot** or series of **riots**.
- 2) **We** will pay up to \$1,000 under this Coverage E – Riot Coverage subject to a deductible as specified in Section VI B). Coverage provided under this section includes the following personal property only that is inside the fully enclosed insured **building**:
  - a) Air conditioning units – portable or window type;
  - b) Clothes washers and dryers;

- c) "Cook-out" grills;
- d) Food freezers, other than walk-in, and the food in any freezer;
- 3) This **Policy** does not cover the following:
  - a) Loss or damage caused by the **building** owner, named insured, or any additional insureds under the **Policy**.
  - b) Loss or damage caused by or resulting from confiscation, requisition, detention, or legal or illegal occupation of property insured or of any premises, vehicle or thing containing the same.
  - c) Loss or damage caused by or resulting from an act or incident which occurs or is committed whether directly or indirectly by reason of or in connection with war, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war, or seizure of power arising from a military conspiracy.
  - d) Loss or damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation, or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused.
  - e) Loss or damage directly or indirectly arising from or in consequence of the discharge of **pollutants** or contaminants, which **pollutants** and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant of toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.
  - f) Loss or damage by chemical or biological release or exposure of any kind.
  - g) Loss or damage by attacks by electronic means (cyber) including computer hacking or the introduction of any form of computer virus.

#### SECTION IV - PROPERTY NOT COVERED

We do not cover any of the following:

- 1) Personal property not inside the fully enclosed **building**;
- 2) A **building**, and personal property in it, located entirely in, on, or over water or seaward of mean high tide, if constructed or substantially improved after September 30, 1982;
- 3) Open structures, including a **building** used as a boathouse or any structure or **building** into which boats are floated, and personal property located in, on, or over water;
- 4) Recreational vehicles other than travel trailers described in the Definitions Section (see II C)6)c)) whether affixed to a permanent foundation or on wheels;
- 5) Self-propelled vehicles or machines, including their parts and equipment. However, we do cover self-propelled vehicles or machines, provided they are not licensed for use on public roads and are:
  - a) Used mainly to service the **described location**, or
  - b) Designed and used to assist handicapped persons, while the vehicles or machines are inside a **building** at the **described location**;
- 6) Land, land values, lawns, trees, shrubs, plants, growing crops, or animals;
- 7) Accounts, bills, coins, currency, deeds, evidences of debt, medals, money, scrip, stored value cards, postage stamps, securities, bullion, manuscripts, or other valuable papers;
- 8) Underground structures and equipment, including wells, septic tanks, and septic systems;
- 9) Those portions of walks, walkways, decks, driveways, patios, and other surfaces, all whether protected by a roof or not, located outside the perimeter, exterior walls of the insured **building**;
- 10) Containers, including related equipment, such as, but not limited to, tanks containing gases or liquids;
- 11) **Buildings** and all their contents if more than 49% of the **actual cash value** of the **building** is below ground, unless the lowest level is at or above the **base flood** elevation and is below ground by reason of earth having been used as insulation material in conjunction with energy efficient **building** techniques;
- 12) Fences, retaining walls, seawalls, bulkheads, wharves, piers, bridges, and docks;
- 13) Aircraft or watercraft, or their furnishings and equipment;
- 14) Hot tubs and spas that are not bathroom fixtures, and swimming pools, and their equipment such as, but not limited to, heaters, filters, pumps, and pipes, wherever located;
- 15) Property not eligible for **flood** insurance pursuant to the provisions of the Coastal Barrier Resources Act and the Coastal Barrier Improvement Act of 1990 and amendments to these acts;
- 16) Personal property owned by or in the control of a **unit** owner, except for property of the type and under the circumstances set forth under III. Coverage B – Personal Property of this **Policy**;
- 17) A **residential condominium building** located in a **regular program** community.

#### SECTION V – EXCLUSIONS

- A) We only pay for **direct physical loss by or from flood**, which means that we do not pay you for:
  - 1) Loss of revenue or profits;
  - 2) Loss of access to the insured property or **described location**;

- 3) Loss of **use** of the insured property or **described location**;
  - 4) Loss from interruption of business or production;
  - 5) Any additional expenses incurred while the insured **building** is being repaired or is unable to be occupied for any reason;
  - 6) The cost of complying with any ordinance or law requiring or regulating the construction, demolition, remodeling, renovation, or repair of property, including removal of any resulting debris. This exclusion does not apply to any eligible activities that **we** describe in Coverage D - Increased Cost of Compliance; or
  - 7) Any other economic loss.
- B) **We** do not insure a loss directly or indirectly caused by a **flood** that is already in progress at the time and date:
- 1) The policy term begins; or
  - 2) Coverage is added at **your** request.
- C) **We** do not insure for loss to property caused directly by earth movement even if the earth movement is caused by **flood**. Some examples of earth movement that **we** do not cover are:
- 1) Earthquake;
  - 2) Landslide;
  - 3) Land subsidence;
  - 4) Sinkholes;
  - 5) Destabilization or movement of land that results from accumulation of water in subsurface land areas; or
  - 6) Gradual erosion.
- We** do, however pay for losses from **mudflow** and land subsidence as a result of erosion that are specifically covered under **our** definition of **flood** (see II B)1)c) and II B)2))
- D) **We** do not insure for direct physical loss caused directly or indirectly by:
- 1) The pressure or weight of ice;
  - 2) Freezing or thawing;
  - 3) Rain, snow, sleet, hail, or water spray;
  - 4) Water, moisture, mildew, or mold damage that results primarily from any condition:
    - a) Substantially confined to the insured **building**; or
    - b) That is within **your** control including, but not limited to:
      - i. Design, structural, or mechanical defects;
      - ii. Failures, stoppages, or breakage of water or sewer lines, drains, pumps, fixtures, or equipment; or
      - iii. Failure to inspect the property after a **flood** recedes.
  - 5) Water or water-borne material that:
    - a) Backs up through sewers or drains;
    - b) Discharges or overflows from a sump, sump pump, or related equipment; or
    - c) Seeps or leaks on or through insured property;
 unless there is a **flood** in the area and the **flood** is the proximate cause of the sewer, drain, or sump pump discharge or overflow, or the seepage of water;
  - 6) The pressure or weight of water unless there is a **flood** in the area and the **flood** is the proximate cause of the damage from the pressure or weight of water;
  - 7) Power, heating, or cooling failure unless the failure results from **direct physical loss by or from flood** to power, heating, or cooling equipment situated on the **described location**;
  - 8) Theft, fire, explosion, wind, or windstorm;
  - 9) Anything **you** or **your** agents do or conspire to do to cause loss by **flood** deliberately; or
  - 10) Alteration of the insured property that significantly increases the risk of flooding.

## SECTION VI – DEDUCTIBLES

- A) When a loss is covered under this **Policy**, **we** will pay only that part of the loss that exceeds the applicable deductible amount, subject to the limit of insurance that applies. The deductible amount is shown on the **Declarations Page**.

However, when a **building** under construction, alteration, or repair does not have at least two rigid exterior walls and a fully secured roof at the time of loss, **your** deductible amount will be two times the deductible that would otherwise apply to a completed **building**.

- B) In each loss from **flood**, separate deductibles apply to the **building** and personal property insured by this **Policy**. A deductible of \$100 will apply to Coverage E - Riot Coverage.



- C) No deductible applies to:
- 1) **III C)2) Loss Avoidance Measures**; or
  - 2) **III D) Increased Cost of Compliance**.

## SECTION VII - GENERAL CONDITIONS

### A) PAIR AND SET CLAUSE

In case of loss to an article that is part of a pair or set, **we** will have the option of paying **you**:

- 1) An amount equal to the cost of replacing the lost, damaged, or destroyed article, less depreciation; or
- 2) An amount which represents the fair proportion of the total value of the pair or set that the lost, damaged, or destroyed article bears to the pair or set.

### B) CONCEALMENT OR FRAUD AND POLICY VOIDANCE

- 1) With respect to all insureds under this **Policy**, this **Policy**:
  - a) Is void;
  - b) Has no legal force or effect;
  - c) Cannot be renewed; and
  - d) Cannot be replaced by a new **Policy**, if, before or after a loss, **you** or any other insured or **your** agent have at any time:
    - i. Intentionally concealed or misrepresented any material fact or circumstance;
    - ii. Engaged in fraudulent conduct, or
    - iii. Made false statements, relating to this **Policy** or any **NFIP** insurance.
- 2) This **Policy** will be void as of the date the wrongful acts described in B)1) above were committed.
- 3) Fines, civil penalties, and imprisonment under applicable state and/or Federal law may also apply to the acts of fraud or concealment described above.
- 4) This **Policy** is also void for reasons other than fraud, misrepresentation, or wrongful act. This **Policy** is void from its inception and has no legal force under the following conditions:
  - a) If the property is located in a community that was not participating in the **NFIP** on the **Policy**'s inception date and did not join or re-enter the program during the **policy** term and before the loss occurred; or
  - b) If the property listed on the **application** is not otherwise eligible for coverage under the **Policy**.

### C) OTHER INSURANCE

If a loss covered by this **Policy** is also covered by other insurance that includes **flood** coverage not issued under this **Policy**, **we** will not pay more than the amount of insurance that **you** are entitled to for lost, damaged or destroyed property insured under this **Policy** subject to the following:

- 1) **We** will pay only the proportion of the loss that the amount of insurance that applies under this **Policy** bears to the total amount of insurance covering the loss, unless C) 2) or C) 3) immediately below applies.
- 2) If the other **policy** has a provision stating that it is excess insurance, this **Policy** will be primary.
- 3) This **Policy** will be primary (but subject to its own deductible) up to the deductible in the other **flood policy** (except another **Policy** as described in C) 2) above). When the other deductible amount is reached, this **Policy** will participate in the same proportion that the amount of insurance under this **Policy** bears to the total amount of both policies, for the remainder of the loss.

### D) AMENDMENTS, WAIVERS, ASSIGNMENT

This **Policy** cannot be changed nor can any of its provisions be waived without the express written consent of Voyager Indemnity Insurance Company. No action that **we** take under the terms of this **Policy** constitutes a waiver of any of **our** rights. **You** may assign this **Policy** in writing when **you** transfer title of **your** property to someone else except under these conditions:

- 1) When this **Policy** covers only personal property; or
- 2) When this **Policy** covers a structure during the course of construction.

### E) CANCELLATION OF POLICY BY YOU

- 1.) **You** may cancel this **Policy** in accordance with the applicable rules and regulations of the **NFIP** as stated in the **NFIP** manual.
- 2.) If **you** cancel this **Policy**, **you** may be entitled to a full or partial refund of premium also under the applicable rules and regulations of the **NFIP** as stated in the **NFIP** manual.

### F) CANCELLATION OF POLICY BY US

**We** may cancel this **Policy** for the reasons listed below by providing not less than forty-five (45) days advance written notice to both the insured and any mortgagee listed on the **Policy**.

- 1) When the insured has not paid the premium.
- 2) If there has been a material misrepresentation of fact which if known to **us** would have caused **us** not to issue the **Policy**.

3) When the **building** risk characteristics have changed substantially since the **Policy** was issued. If **we** cancel this **Policy**, coverage provided for the **described location(s)** shall remain in force until the later of expiration, non-renewal, or **cancellation** of coverage, provided **you** have paid the applicable premium.

G) NON-RENEWAL OF THE POLICY BY US

**We** may elect not to renew this **Policy**. **We** may do so by providing not less than forty-five (45) days advance written notice to both the insured and any mortgagee listed on the **Policy**.

H) REDUCTION AND REFORMATION OF COVERAGE

- 1) If the premium **we** received from **you** was not enough to buy the kind and amount of coverage **you** requested, **we** will provide only the amount of coverage that can be purchased for the premium payment **we** received.
- 2) The **policy** can be reformed to increase the amount of coverage resulting from the reduction described in H) 1) above to the amount that **you** requested as follows:
  - a) Discovery of Insufficient Premium or Incomplete Rating Information Before a Loss.
    - i. If **we** discover before **you** have a **flood** loss that **your** premium payment was not enough to buy the requested amount of coverage, **we** will send **you** and any mortgagee or trustee known to **us** a bill for the required additional premium for the current policy term (or that portion of the current policy term following any endorsement changing the amount of coverage). If **you** or the mortgagee or trustee pay the additional premium within thirty (30) days from the date of **our** bill, **we** will reform the **Policy** to increase the amount of coverage to the originally requested amount effective to the beginning of the current policy term (or subsequent date of any endorsement changing the amount of coverage).
    - ii. If **we** determine before **you** have a **flood** loss that the rating information **we** have is incomplete and prevents **us** from calculating the additional premium, **we** will ask **you** to send the required information. **You** must submit the information within sixty (60) days of our request. Once **we** determine the amount of additional premium for the current policy term, **we** will follow the procedure in H) 2) a) i. above.
    - iii. If **we** do not receive the additional premium (or additional information) by the date it is due, the amount of coverage can only be increased by endorsement subject to any appropriate waiting period.
  - b) Discovery of Insufficient Premium or Incomplete Rating Information After a Loss.
    - i. If **we** discover after **you** have a **flood** loss that **your** premium payment was not enough to buy the requested amount of coverage, **we** will send **you** and any mortgagee or trustee known to **us** a bill for the required additional premium for the current and the prior policy terms. If **you** or the mortgagee or trustee, pay the additional premium within thirty (30) days of the date of **our** bill, **we** will reform the **Policy** to increase the amount of coverage to the originally requested amount effective to the beginning of the prior policy term.
    - ii. If **we** discover after you have a **flood** loss that the rating information **we** have is incomplete and prevents **us** from calculating the additional premium, **we** will ask **you** to send the required information. **You** must submit the information before **your** claim can be paid. Once **we** determine the amount of additional premium for the current and prior policy terms, **we** will follow the procedure in H) 2) b) i. above.
    - iii. If **we** do not receive the additional premium by the date it is due, **your flood** insurance claim will be settled based on the reduced amount of coverage. The amount of coverage can only be increased by endorsement subject to any appropriate waiting period.
- 3) However, if **we** find that **you** or **your** agent intentionally did not tell **us**, or falsified, any important fact or circumstance or did anything fraudulent relating to this insurance, the provisions of Condition B) Concealment or Fraud and Policy Voidance above apply.
- 4) Any damage to **your** property will reduce the amount of coverage available by the amount of the damage. **Your** coverage will return to the limit of liability shown on the **Declarations Page** upon completion of repairs or replacement.

I) POLICY RENEWAL

- 1) This **Policy** will expire at 12:01 a.m. standard time on the last day of the policy term.
- 2) **We** must receive the payment of the appropriate renewal premium within thirty (30) days of the expiration date.
- 3) If **we** find, however, that **we** did not place **your** renewal notice into the U.S. Postal Service, or if **we** did mail it, **we** made a mistake, e.g., **we** used an incorrect, incomplete, or illegible address, which delayed its delivery to **you** before the due date for the renewal premium, then **we** will follow these procedures:
  - a) If **you** or **your** agent notified **us**, not later than one (1) year after the date on which the payment of the renewal premium was due, of nonreceipt of a renewal notice before the due date for the renewal premium, and **we** determine that the circumstances in the preceding paragraph apply, **we** will mail a second bill providing a revised due date, which will be thirty (30) days after the date on which the bill is mailed.
  - b) If **we** do not receive the premium requested in the second bill by the revised due date, then **we** will not renew the **Policy**. In that case, the **Policy** will remain as an expired **Policy** as of the expiration date shown on the **Declarations Page**.



- 4) In connection with the renewal of this **Policy**, we may ask **you** during the policy term to re-certify, on a Recertification Questionnaire that **we** will provide **you**, the rating information used to rate **your** most recent **application** for or renewal of insurance.

J) CONDITIONS SUSPENDING OR RESTRICTING INSURANCE

**We** are not liable for loss that occurs while there is a hazard that is increased by any means within **your** control or knowledge.

K) REQUIREMENTS IN CASE OF LOSS

- 1) In case of a **flood** loss to which this insurance may apply, **you** shall see that the following duties are performed:
  - a) Give immediate notice to **us** or **your** agent;
  - b) Protect the property from further damage, make reasonable and necessary repairs required to protect the property, and keep an accurate record of repair expenditures;
  - c) Permit **us** to examine the damaged property as often as **we** reasonably require;
  - d) Submit to **us**, signed statements and examinations under oath; and
  - e) Submit to **us**, within sixty (60) days after **we** request, **your** signed, sworn statement of loss which sets forth, to the best of **your** knowledge and belief:
    - i. the date, time and cause of loss;
    - ii. the interest of **you** and all others in the property involved and all encumbrances on the property;
    - iii. other insurance which may cover the loss;
    - iv. changes in title or occupancy of the property during the term of the **Policy**; and
    - v. specifications of any damaged **building** and detailed estimates for repair of the damage.
- 2) Permit **us** to examine and make extracts and copies of:
  - a) Any policies of property insurance insuring **you** against loss and the deed establishing ownership of the insured real property;
  - b) All books of accounts, bills, invoices and other vouchers, or certified copies pertaining to the damaged property if the originals are lost.
- 3) **You** must cooperate with the adjuster or representative in the investigation of the claim.
- 4) **We** may request, in writing, that **you** furnish **us** with a complete inventory of the lost, damaged, or destroyed property, including:
  - a) Quantities and costs;
  - b) **Actual cash value**;
  - c) Amounts of loss claimed;
  - d) Any written plans and specifications for repair of the damaged property that **you** can reasonably make available to **us**; and
  - e) Evidence that prior **flood** damage has been repaired.
- 5) If **we** give **you** written notice within thirty (30) days after **we** receive **your** signed, sworn proof of loss, **we** may:
  - a) Repair, rebuild, or replace any part of the lost, damaged, or destroyed property with material or property of like kind and quality or its functional equivalent; and
  - b) Take all or any part of the damaged property at the value **we** agree upon or its appraised value.

L) OUR OPTIONS AFTER A LOSS

Options **we** may, in **our** sole discretion, exercise after loss include the following:

At such reasonable times and places that **we** may designate, **you** must:

- a) Show **us** or **our** representative the damaged property;
- b) Submit to examination under oath, while not in the presence of another insured, and sign the same.

M) NO BENEFIT TO BAILEE

No person or organization, other than **you**, having custody of covered property will benefit from this insurance.

N) LOSS PAYMENT

- 1) **We** will adjust all losses with **you**. **We** will pay **you** unless some other person or entity is named in the **Policy** or is legally entitled to receive payment. Loss will be payable sixty (60) days after **we** receive your proof of loss (or within ninety (90) days after the insurance adjuster files an adjuster's report signed and sworn to by **you** in lieu of a proof of loss) and:
  - a) **We** reach an agreement with **you**;
  - b) There is an entry of a final judgment; or
  - c) There is a filing of an appraisal award with **us**, as provided in VII Q).
- 2) If **we** reject **your** proof of loss in whole or in part **you** may:
  - a) Accept such denial of **your** claim;
  - b) Exercise **your** rights under this **Policy**; or
  - c) File an amended proof of loss as long as it is filed within sixty (60) days of the date of the loss.

O) ABANDONMENT

**You** may not abandon damaged or undamaged insured property to **us**.

P) SALVAGE

**We** may permit **you** to keep damaged insured property after a loss, and **we** will reduce the amount of the loss proceeds payable to **you** under the **Policy** by the value of the salvage.

Q) APPRAISAL

If **you** and **we** fail to agree on the **actual cash value** of the damaged property so as to determine the amount of loss, then either may demand an appraisal of the loss. In this event, **you** and **we** will each choose a competent and impartial appraiser within twenty (20) days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within fifteen (15) days, **you** or **we** may request that the choice be made by a judge of a court of record in the State where the insured property is located. The appraisers will state the **actual cash value** and the amount of loss to each item. If the appraisers submit a written report of an agreement to **us**, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of **actual cash value** and loss.

Each party will:

- 1) Pay its own appraiser; and
- 2) Bear the other expenses of the appraisal and umpire equally.

R) MORTGAGE CLAUSE

The word "mortgagee" includes trustee.

Any loss payable under **Coverage A-Building Property** will be paid to any mortgagee, of whom **we** have actual notice, as well as any other mortgagee or loss payee determined to exist at the time of loss, and **you**, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.

If **we** deny **your** claim that denial will not apply to a valid claim of the mortgagee, if the mortgagee:

- 1) Notifies **us** of any change in the ownership or occupancy, or substantial change in risk, of which the mortgagee is aware;
- 2) Pays any premium due under this **Policy** on demand if **you** have neglected to pay the premium; and
- 3) Submits a signed, sworn proof of loss within sixty (60) days after receiving notice from **us** of **your** failure to do so. All of the terms of this **Policy** apply to the mortgagee.

The mortgagee has the right to receive loss payment even if the mortgagee has started foreclosure or similar action on the **building**.

If **we** decide to cancel or not renew this **Policy**, it will continue in effect for the benefit of the mortgagee only for forty-five (45) days after **we** notify the mortgagee of the **cancellation** or non-renewal.

If **we** pay the mortgagee for any loss and deny payment to **you**, **we** are subrogated to all the rights of the mortgagee granted under the mortgage on the property. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

S) SUIT AGAINST US

**You** may not sue **us** to recover money under this **Policy** unless **you** have complied with all the requirements of the **Policy**. If **you** do sue, **you** must start the suit within one (1) year after the date of the written denial of all or part of the claim, and **you** must file the suit in the United States District Court of the district in which the insured property was located at the time of loss. This requirement applies to any claim that **you** may have under this **Policy** and to any dispute that **you** may have arising out of the handling of any claim under the **Policy**.

T) SUBROGATION

Whenever **we** make a payment for a loss under this **Policy**, **we** are subrogated to **your** right to recover for that loss from any other person. That means that **your** right to recover for a loss that was partly or totally caused by someone else is automatically transferred to **us**, to the extent that **we** have paid **you** for the loss. **We** may require **you** to acknowledge this transfer in writing. After the loss, **you** may not give up **our** right to recover this money or do anything that would prevent **us** from recovering it. If **you** make any claim against any person who caused **your** loss and recover any money, **you** must pay **us** back first before **you** may keep any of that money.

U) CONTINUOUS LAKE FLOODING

- 1) If an insured **building** has been flooded by rising lake waters continuously for ninety (90) days or more and it appears reasonably certain that a continuation of this flooding will result in a covered loss to the insured **building** equal to or greater than the **building policy** limits plus the deductible or the maximum payable under the **Policy** for any one **building** loss, **we** will pay **you** the lesser of these two amounts without waiting for the further damage to occur if **you** sign a release agreeing:
  - a) To make no further claim under this **Policy**;
  - b) Not to seek renewal of this **Policy**;
  - c) Not to apply for any **flood** insurance with **us** for property at the **described location**; and
  - d) Not to seek a premium refund for current or prior terms.If the policy term ends before the insured **building** has been flooded continuously for ninety (90) days, the provisions of this paragraph U) 1) will apply as long as the insured **building** suffers a covered loss before the policy term ends.
- 2) If **your** insured **building** is subject to continuous lake flooding from a closed basin lake, **you** may elect to file a claim under either paragraph U) 1) above or this paragraph U) 2). (A "closed basin lake" is a natural lake from which water leaves primarily through evaporation and whose surface area now exceeds or has exceeded one square mile at any time in the recorded past. Most of the nation's closed basin lakes are in the western half of the United States, where annual evaporation exceeds annual precipitation and where lake levels and surface areas are subject to considerable fluctuation due to wide variations in the climate. These lakes may overtop their basins on rare occasions.) Under this paragraph U) 2), **we** will pay **your** claim as if the **building** is a total loss even though it has not been continuously inundated for ninety (90) days, subject to the following conditions:
  - a) Lake **flood** waters must damage or imminently threaten to damage **your building**.
  - b) Before approval of **your** claim, **you** must:
    - i. Agree to a claim payment that reflects **your** buying back the salvage on a negotiated basis; and
    - ii. Comply with paragraph U) 1) a) through U) 1) d) above.
  - c) **You** must have **PCFIP** coverage continuously in effect until **you** file a claim under this paragraph U) 2). If a subsequent owner buys **PCFIP** insurance that goes into effect within sixty (60) days of the date of transfer of title, any gap in coverage during that sixty (60) day period will not be a violation of this continuous coverage requirement. For the purpose of honoring a claim under this paragraph U) 2), **we** will not consider to be in effect any increased coverage that became effective after the date claim is filed with **us**. The exception to this is any increased coverage in the amount that is an inflation adjustment.

V) DUPLICATE POLICIES NOT ALLOWED

- 1) **We** will not insure **your** property under more than one **PCFIP**.

If **we** find that the duplication was not knowingly created, **we** will give **you** written notice. The notice will advise **you** that **you** may choose one of several options under the following procedures:

  - a) If **you** choose to keep in effect the **Policy** with the earlier effective date, **you** may also choose to add the coverage limits of the later **Policy** to the limits of the earlier **Policy**. The change will become effective as of the effective date of the later **Policy**.
  - b) If **you** choose to keep in effect the **Policy** with the later effective date, **you** may also choose to add the coverage limits of the earlier **Policy** to the limits of the later **Policy**. The change will be effective as of the effective date of the later **Policy**. In either case, **you** must pay the pro rata premium for the increased coverage limits within thirty (30) days of the written notice. In no event will the resulting coverage limits exceed the permissible limits of coverage under the **PCFIP** or **your** insurable interest, whichever is less. **We** will make a refund to **you**, according to applicable **cancellation** rules, of the premium for the **Policy** not being kept in effect.
- 2) **Your** option under this Condition V) Duplicate Policies Not Allowed to elect which **PCFIP** to keep in effect does not apply when duplicates have been knowingly created. Losses occurring under such circumstances will be adjusted according to the terms and conditions of the earlier **Policy**. The **Policy** with the later effective date must be canceled.

W) LOSS SETTLEMENT

**We** will pay the least of the following amounts after application of the deductible:

- 1) The applicable amount of insurance under this **Policy**.
- 2) The **actual cash value**; or
- 3) The amount it would cost to repair or replace the property with material of like kind and quality within a reasonable time after the loss.

X) POLICY PERIOD, AND TERRITORY

1. Policy Term. Twelve (12) months maximum.
2. Territory. **PCFIP** is available in the United States, excluding the States of Louisiana, Alaska, and territories of Guam and the Virgin Islands.

Y) CONFORMITY TO STATUTE

Terms of this **Policy** that are in conflict with the statutes of the State where this **Policy** is issued are hereby amended to conform to such statutes.

Z) LIBERALIZATION CLAUSE

If **we** make a change that broadens **your** coverage under this edition of **our Policy** but does not require any additional premium, then that change will automatically apply to **your** insurance as of the date **we** implement the change, provided that this implementation date falls within sixty (60) days before or during the policy term stated on the **Declarations Page**.

**In Witness Whereof, we** have caused this **Policy** to be signed by **our** President and Secretary, but it shall not be valid unless countersigned on the **Declarations Page** by **our** authorized representative (where required by state law).



SECRETARY



PRESIDENT

# **Voyager Indemnity Insurance Company**

A Stock Insurance Company

260 Interstate North Circle SE, Atlanta, Georgia 30339 • (800) 852-2244

## **PRIVATE COMMERCIAL FLOOD INSURANCE POLICY REPLACEMENT COST ENDORSEMENT**

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

In consideration of additional premium charged and subject to all **policy** terms, conditions and exclusions, the **policy** is amended as follows.

**SECTION VII – GENERAL CONDITIONS, Item W)** is deleted and replaced as follows:

### **W) LOSS SETTLEMENT**

**We** will pay the least of the following amounts after application of the deductible:

- 1) The applicable amount of insurance under this **Policy**.
- 2) If the damaged property is not repaired or replaced, **actual cash value**; or
- 3) If the damaged property is repaired or replaced, the amount it would cost to repair or replace the property with material of like kind and quality, without any deduction for depreciation.

**You** may make a claim for the loss covered by this **Policy** on an **actual cash value** basis and, within 180 days from payment of that loss, make a claim for any additional amount payable under 3) above. In no event will the amount payable exceed the limits of liability shown on the **declarations page**.

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

## 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.

### Voyager Indemnity Insurance Company

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

**Call: Regulatory Complaints Manager at [1-305-253-2244]**

**Toll-free: [1-800-852-2244]**

Email: [regulatory.complaints@assurant.com](mailto:regulatory.complaints@assurant.com)

Mail: Voyager Indemnity Insurance Company

Compliance Operations

[11222 Quail Roost Drive, Miami, FL 33157-6596]

### 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](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, [P.O. Box 12030, Austin, Texas 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 seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

### Voyager Indemnity Insurance Company

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

**Llame a: Gerente de Quejas Regulatorias al [1-305-253-2244]**

**Teléfono gratuito: [1-800-852-2244]**

Correo electrónico: [regulatory.complaints@assurant.com](mailto:regulatory.complaints@assurant.com)

Dirección postal: Voyager Indemnity Insurance Company

Compliance Operations

[11222 Quail Roost Drive, Miami, FL 33157-6596]

### 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](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, [P.O. Box 12030, Austin, Texas 78711-2030]



# **Voyager Indemnity Insurance Company**

A Stock Insurance Company

Home Office: 260 Interstate North Circle, SE, Atlanta, Georgia 30339 • (800) 852-2244

## **SERVICE OF PROCESS**

It is agreed that in the event of the failure of the Voyager Indemnity Insurance Company hereon to pay an amount claimed to be due hereunder, the Voyager Indemnity Insurance Company, at the request of the insured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States. However, nothing in this endorsement constitutes or should be understood to constitute a waiver of Voyager Indemnity Insurance Company's rights to commence an action in any other court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek 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 Suit may be made upon Richard Fortwengler, agent for service of process for Voyager Indemnity Insurance Company, 260 Interstate North Circle, Atlanta, GA 30339 and that in any suit instituted against it upon this contract, Voyager Indemnity Insurance Company will abide by the final decision of such Court or any Appellate Court in the event of an appeal. Richard Fortwengler, as agent for service of process, is authorized and directed to accept Service of Suit on behalf of the Voyager Indemnity Insurance Company in any such suit and/or upon the request of the insured to give a written undertaking to the insured that they will enter a general appearance upon the 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 which makes provisions therefore, the Voyager Indemnity Insurance Company hereby designates the Superintendent, Commissioner, or Director of Insurance or any other officer specified for the 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 designate the above named person to whom said officer is authorized to mail such process or true copy thereof.

All other terms, conditions, and agreements shall remain the same.

# Voyager Indemnity Insurance Company

A Stock Insurance Company

260 Interstate North Circle SE, Atlanta, Georgia 30339 • (800) 852-2244

## PRIVATE COMMERCIAL FLOOD INSURANCE POLICY FLEXCASH ENDORSEMENT

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

In consideration of additional premium charged and subject to all **policy** terms, conditions and exclusions, the **policy** is amended as follows:

**SECTION III – PROPERTY COVERED**, Item **F)** is added as follows:

### **F) COVERAGE F – FLEXCASH COVERAGE**

We will pay **you** in full the FLEXCASH limit of liability listed on the **declarations page** as a result of a covered **flood** if the following conditions are satisfied:

- 1) **Flood** results in at least one (1) inch of water on the main level of the **building** where business is conducted and which is above the adjacent grade of the **building**. This excludes any flooding in **basements** or below adjacent grade of the **building**; and
- 2) Loss under Coverage A exceeds Coverage A deductible;

**SECTION VII – GENERAL CONDITIONS**, Item **K) 6)** is added as follows:

- 6) In the event of a FLEXCASH claim, claims for payments by the insured shall be made as soon as practicable by calling the Claims Reporting telephone number on the **declarations page**. Two (2) colored photographs of the flooding of the main level of the **building** where business is conducted must accompany all claims. The photographs must be in Joint Photographic Expert Group (JPEG) format.

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

# Voyager Indemnity Insurance Company

A Stock Insurance Company  
260 Interstate North Circle, SE, Atlanta, Georgia 30339 • (800) 852-2244

## PRIVATE COMMERCIAL FLOOD INSURANCE POLICY MULTIPLE BUILDING SCHEDULED POLICY ENDORSEMENT

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

In consideration of the premium charged and subject to all **Policy** terms, conditions and exclusions, the **Policy** is amended as follows:

1. The **Policy** is hereby amended to allow for multiple buildings to be insured under the **Policy**. In furtherance thereof:
  - a. The definition of **Policy** under **SECTION II- DEFINITIONS**, 18) is hereby deleted in its entirety and replaced with the following:

18) **Policy**. The entire written contract between **you** and **us**, also referred to as the **Private Commercial Flood Insurance Policy (PCFIP)**. It includes:

    - a) This printed form;
    - b) The **Application** and **Declarations Page**;
    - c) Any endorsement(s) that may be issued; and
    - d) Any renewal certificate indicating that coverage has been instituted for a new **Policy** and new policy term.

This **Policy** insures each **building** which **you** specifically described in the **application** and which is listed on the **Declarations Page** or any schedule thereto.
  - b. All coverage parts set forth in **Section III – Property Covered** shall apply separately to each **building** insured under this **Policy**.
  - c. A separate deductible and limit of liability shall apply to each **building** as listed next to each such **building** on the **Declarations Page** or any schedule thereto. Each **building** shall be treated individually for purposes of determining a loss and applying the appropriate deductible and limit of liability for such loss.

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

# **Voyager Indemnity Insurance Company**

A Stock Insurance Company

260 Interstate North Circle, SE, Atlanta, Georgia 30339 • (800) 852-2244

## **PRIVATE COMMERCIAL FLOOD INSURANCE POLICY MINIMUM EARNED PREMIUM ENDORSEMENT**

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

Notwithstanding any terms of the **Policy** to the contrary, if this **Policy** is cancelled by **you**, a minimum of 25% of the total premium set forth on the **Declarations Page** shall be deemed earned premium which **we** shall be entitled to retain and shall not be refunded to **you**.

If **we** cancel this **Policy** because of **your** failure to timely pay the premium for this **Policy** in full or, if applicable, any installment thereof, such a cancellation shall be deemed a cancellation of this **Policy** by **you** and a minimum of 25% of the total premium set forth on the **Declarations Page** shall be deemed earned and immediately due and payable by **you**.

If **we** cancel this **Policy** for any other reason, the earned premium shall be calculated pro rata and the minimum earned premium set forth above shall not apply.

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



**ASSURANT®**

## **Privacy Notice**

You are a valued customer and we strive to meet your privacy concerns. We want to make sure your personal information is protected and that you understand the policies that protect you. Assurant companies and other insurers that operate under this Privacy Notice (“We”) provide various insurance products, including mobile insurance, credit insurance, and membership products. Our products may be sold directly to individuals, sold through our agents or offered on behalf of other companies. These other companies may be banks, credit unions, finance companies, retailers, utilities, automobile dealers, manufactured housing or mortgage companies.

Pursuant to the United States Gramm-Leach Bliley Act, companies that qualify as financial institutions must provide their customers with a Privacy Notice on an annual basis unless such company has not changed its practices with regard to disclosing nonpublic personal information since it last provided you the Privacy Notice. If you have asked not to be solicited, that request is still in effect. You do not need to contact us again. **This is not a solicitation.** You do not need to respond.

This Privacy Notice gives you examples of the types of data we lawfully collect, use, share or disclose; and the kinds of companies with whom we may lawfully share such data. These examples serve only as illustrations; they should not be considered all of the data we may lawfully collect, use or share. Below is our privacy pledge to you:

### ***Our Privacy Principles:***

- We do not sell your personal information.
- We do not share your personal information with anyone outside the Assurant family of affiliated companies unless you expressly authorize the sharing, or it is permitted or required by law.
- We do not allow those with whom we do business to use our customer information for their own marketing purposes unless there is a valid joint marketing agreement.
- We will not collect, use, share or disclose any of your information if prohibited by law.
- We contractually require any person or business providing products or services on our behalf to safeguard our customer information.

### ***Information We May Collect***

The level of information we may collect varies depending upon the type of services and products we offer you. Here are some examples of the types of information we may collect and how we gather it:

- From you (or provided to us on your behalf), on applications and other forms you submit to us; for example: your name, address, social security number, telephone number, employer and income.
- From your transactions with our companies or other non-affiliated parties; for example: your name, address, telephone number, age, credit card use, insurance coverage, transaction history, claims history and premiums.
- From consumer reporting agencies, public records and data collection agencies; for example: your obligations with others and your creditworthiness. However, we will not use your credit score, credit report or any other credit-related information in jurisdictions where it is prohibited by law.
- From health care providers, such as doctors and hospitals; for example: your past or present health condition. Health data will be collected only if we need to find out if you are eligible for coverage, process claims or prevent fraud, as authorized by you or as the law may permit or require. NOTE: We collect health data only to manage a health-related product or service; for example: life or disability insurance, for which you applied, or as otherwise permitted by law.

- From you when you enroll, request a service, or file a claim on one of our websites; for example: your name, address, contract number, credit card issuer and account number, personal identification number, e-mail address, service contract and claim information.
- From your visits to our internet websites; for example: session number and user ID. By reviewing our Online Privacy Policy along with the Legal Notice, Terms of Use, Site Agreement or similarly named link appearing on any of our websites, you may learn of any “cookies” utilized by us and of any additional information that may be collected from you on that site.

#### ***Information We May Disclose or Share and With Whom***

We may lawfully share customer information with other entities as needed to deliver products and services to you, provide customer service or handle your account. Disclosures Permitted by Law We share customer information as described above and as permitted by law. Disclosures for Joint Marketing and Servicing We may lawfully share customer information with persons or organizations inside or outside our family of companies that perform marketing services for us or with whom we have joint marketing agreements.

#### ***Information Regarding Former Customers***

We treat the information of prospective and former customers in the same manner as existing customers with respect to the use of personal information.

***Our Security Procedures*** We restrict access to customer information to those employees whom we know have a valid business purpose to have access to such data. We maintain physical, electronic and procedural safeguards. We require those who provide services for us and to whom we provide your data to keep your information safeguarded and confidential.

#### ***Changes to This Privacy Notice***

We reserve the right to change this Privacy Notice at any time. If we make material changes, we will provide current customers a new notice that describes our new practices and will post it on our internet websites. The following companies underwrite or market services under the Assurant service mark and adhere to this Privacy Notice. We value our relationship with you. Should you have any questions about our Privacy Notice, please write to us at The Assurant Privacy Office, 260 Interstate N Circle SE, Atlanta, Georgia 30339.

#### ***Affiliates:***

American Bankers Insurance Company of Florida	National Product Care Company (NPCC)
American Bankers Life Assurance Company of Florida	Reliable Lloyds Insurance Company
American Security Insurance Company	Service Plan, Inc. (SPI)
Caribbean American Life Assurance Company	Standard Guaranty Insurance Company
Caribbean American Property Insurance Company	Union Security Insurance Company
Consumer Program Administrators, Inc. (CPI)	Union Security Life Insurance Company of New York
Dealers Performance, Inc. (DPI)	Voyager Indemnity Insurance Company
John Alden Life Insurance Company	Virginia Surety Company, Inc. (VSC)