



Amwins Insurance Brokerage, LLC
5910 North Central Expressway
Suite 500
Dallas, TX 75206

amwins.com

POLICY PREMIUM AND SURPLUS LINES TAX SUMMARY

Attached to and forming part of Policy Number: **B0507UP2303644LT**

Named Insured:	Freehold Management, Inc.	Policy Number:	B0507UP2303644LT
Coverage:	Deductible Buyback - Wind	Carrier:	Certain Underwriters at Lloyd's, London
Agency:	Swingle, Collins and Associates	Policy Period:	09/30/2023 - 09/30/2024

Policy Premium:	\$650,000.00
Fees:	\$250.00
Surplus Lines Taxes:	\$32,024.82
Total:	\$682,274.82

FEES:

Fee	Taxable	Amount
Market Policy Fee	Yes	\$250.00
Total Fees		\$250.00

SURPLUS LINES TAX CALCULATION:

Description	Taxable Premium	Taxable Fee	Tax Basis	Rate	Tax
Texas					
Surplus Lines Tax	\$650,000.00	\$250.00	\$650,250.00	4.850%	\$31,537.13
Stamping Fee	\$650,000.00	\$250.00	\$650,250.00	0.075%	\$487.69
Total Surplus Lines Taxes and Fees					\$32,024.82

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**



Lloyd's Policy

The Members of each syndicate whose syndicate number is shown in the definitive list of Lloyd's participations attached agree to (re)insure the (re)insured against loss as provided by the terms of this Policy.

The Members of a syndicate shown in the list have, as a syndicate, underwritten the proportion of this Policy shown next to the syndicate number. Individually, each member of a syndicate has underwritten a share of the syndicate's proportion. Each member's liability under the Policy is several for that member's share alone and not joint for the other members' shares. No member is responsible for the liability under the Policy of any other member (whether in the same syndicate or any other syndicate). Further, no member is responsible for the liability of any other (re)insurer that may underwrite this Policy.

The identity of each member of each syndicate and their respective shares may be obtained from the Lloyd's Policy Signing Office (LPSO).

If any terms, clauses or conditions are unclear you are advised to contact your broker immediately.

This Policy is signed by the General Manager of Lloyd's Policy Signing Office on behalf of each of the subscribing Members.

LLOYD'S POLICY SIGNING OFFICE
General Manager

If this policy (or any subsequent endorsement) has been produced to you in electronic form, the original document is stored on the Insurer's Market Repository to which your broker has access.

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.

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

Lloyd's Complaints Department
c/o Lloyd's America Inc.
280 Park Avenue, East Tower, 25th Floor,
New York, New York 10017 U.S.A.
Email: complaints@lloyds.com
Telephone: 1-844-849-7828

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: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿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.

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

Lloyd's Complaints Department
c/o Lloyd's America Inc.
280 Park Avenue, East Tower, 25th Floor,
New York, New York 10017 U.S.A.
Email: complaints@lloyds.com
Telephone: 1-844-849-7828

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: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

LMA9080D

06 January 2020

TEXAS SURPLUS LINES 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.

01/09/13

LMA9079

Policy No UP2303644LT

SCHEDULE

TYPE:	Wind and Hail Only as more fully set forth in the Co-insurers policy wording
NAME OF ASSURED:	Freehold Management, Inc. - as more fully set forth in the Co-insurers policy wording
ADDRESS OF ASSURED:	2929 Carlisle, Suite 170, Dallas, TX 75204
POLICY PERIOD:	From: 30 th September 2023 To: 30 th September 2024 Beginning and ending at 12.01 a.m. Local Standard Time at the location of the property insured.
INTEREST:	Real and Personal Property, Business Income, Rental Income and Extra Expense, all as may be more fully defined in the Co-insurers Policy Wording.
SUM INSURED: (Being a combined sum insured over all property and interests insured)	To pay the difference between 3% subject to a USD25,000 minimum per occurrence and USD 25,000 per occurrence Subject to a maximum recoverable of USD 1,750,000 any one occurrence
SITUATION:	The fifty (50) states comprising the United States of America, its territories and possessions, the District of Columbia and Puerto Rico
PREMIUM:	USD 97,500 being 15 % of USD 650,000 (100%) Annual. 100% Minimum Earned Premium is deemed earned at inception.

NOTIFICATION OF CLAIMS TO:

AmWINS Brokerage, 5910 N. Central
Expressway, Suite 500, Dallas, TX 75206

SERVICE OF SUIT CLAUSE NOMINEE:

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

COINSURANCE CLAUSE

This Policy is subject to the same terms, conditions, limitations and exclusions (except as regards the premium, and Sum Insured other than the deductible AND EXCEPT AS OTHERWISE PROVIDED HEREIN) as more fully defined in Certificate Number UP2303644LT produced by Price Forbes and Partners on behalf of Various Underwriters at Lloyd's on the identical subject matter and risk as far as applicable.

Lines Clause

This Insurance, being signed for 15% of 100% insures only that proportion of any loss, whether total or partial, including but not limited to that proportion of associated expenses, if any, to the extent and in the manner provided in this Insurance.

The percentages signed in the Table are percentages of 100% of the amount(s) of Insurance stated herein.

NMA2419

**ADDITIONAL WORDINGS, CLAUSES & WARRANTIES ATTACHING TO AND
FORMING PART OF THIS CERTIFICATE**

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

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

It is further agreed that service of process in such suit may be made upon Lloyd's America, Inc, Attention: Legal Department, 280 Park Avenue, East Tower, New York, NY 10017 and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

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

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

24/4/86
NMA1998

The applicable law will be determined by the court of competent jurisdiction as referred to in NMA 1998.

PREMIUM PAYMENT CLAUSE

The (Re)Insured undertakes that premium will be paid in full to underwriters within 60 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 Underwriters by the 60th day from the inception of this policy (and, in respect of instalment premiums, by the date they are due) Underwriters shall have the right to cancel this policy by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full policy premium shall be payable to Underwriters 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 Underwriters shall give not less than 10 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to Underwriters 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.

Unless otherwise agreed, the Leading Underwriter (and Agreement Parts if appropriate) are authorised to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

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 Underwriters will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

**U.S. Terrorism Risk Insurance Act of 2002 as amended
Not Purchased Clause**

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5390

09 January 2020

SANCTION LIMITATION AND EXCLUSION CLAUSE

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

15/09/10

LMA3100

COMMUNICABLE DISEASE ENDORSEMENT

(For use on property policies)

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).

All other terms, conditions and exclusions of the policy remain the same.

LMA5393

25 March 2020

PROPERTY CYBER AND DATA EXCLUSION

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

Definitions

- 4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 5 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 6 Cyber Incident means:
 - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 7 Computer System means:
 - 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,owned or operated by the Insured or any other party.
- 8 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.



The Table of Syndicates referred to on the face of this Policy follows:

BUREAU REFERENCE	61528 09/10/2023	BROKER NUMBER	0507
PROPORTION %	SYNDICATE	UNDERWRITER'S REFERENCE	
15.00	1856	A1044623AA	
TOTAL LINE	No. OF SYNDICATES		
15.00	1		

THE LIST OF UNDERWRITING MEMBERS
OF LLOYD'S IS IN RESPECT OF 2023
YEAR OF ACCOUNT

EFFECTIVE FROM: 30 SEP 2023

BUREAU USE ONLY

USL1 72 1856

RISK CODE: P2

Page 1 of 1

LLOYD'S

One Lime Street London EC3M 7HA

CERTIFICATE OF INSURANCE

Assured	Freehold Management, Inc., and as more fully defined herein
Type of Coverage	Deductible Buy Back, subject always to the terms, conditions and exclusions as set forth in this Certificate
Period	30th September 2023 to 30th September 2024
Certificate No.	UP2303644LT

This insurance is effected with certain Underwriters at Lloyd's, London (not incorporated).

This Certificate is issued in accordance with the limited authorization granted to Price Forbes & Partners (hereinafter called "Correspondent") by certain Underwriters at Lloyd's, London whose names and the proportions underwritten by them can be ascertained from the office of said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters do hereby bind themselves each for his own part, and not one for another, their heirs, executors and administrators.

The insurance evidenced by this Certificate is subject to all terms, clauses, conditions, limitations, and exclusions as attached wording and endorsements.

The Insured is requested to read this Certificate and, if not correct, return it immediately to the Correspondent via the Intermediary for appropriate alteration.

In the event of a claim, please notify the Correspondent via the following Intermediary.

Intermediary

Dated : 6th October 2023

AmWINS Brokerage,
5910 N. Central Expressway, Suite 500,
Dallas, TX 75206



By _____
Correspondent
Authorised Signatory



CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the first page of this Certificate.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those individual Underwriters at Lloyd's, London, whose names can be ascertained as set forth herein.
3. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
4. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached, or endorsed, all of which are to be considered as incorporated herein.
5. **No Flat Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
6. **Certificate Not Policy.** Wherever the word "Policy" appears in the wording attached hereto it shall be deemed to read "Certificate".
7. **Complaints.** In the event of a complaint please write to Price Forbes & Partners; 6th Floor, 2 Minster Court, Mincing Lane, London EC3R 7PD, United Kingdom.
8. **Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium where applicable under the terms of cancellation.



Short Rate Cancellation Table For Term of One Year

Days Insurance in Force	Per Cent of One Year Premium	Days Insurance in Force	Per Cent of One Year Premium	Days Insurance in Force	Per Cent of One Year Premium	Days Insurance in Force	Per Cent of One Year Premium
1	5	66-69	29	154-156	53	256-260	77
2	6	70-73	30	157-160	54	261-264	78
3-4	7	74-76	31	161-164	55	265-269	79
5-6	8	77-80	32	165-167	56	270-273 (9months)	80
7-8	9	81-83	33	168-171	57	274-278	81
9-10	10	84-87	34	172-175	58	279-282	82
11-12	11	88-91 (3 months)	35	176-178	59	283-287	83
13-14	12	92-94	36	179-182 (6 months)	60	288-291	84
15-16	13	95-98	37	183-187	61	292-296	85
17-18	14	99-102	38	188-191	62	297-301	86
19-20	15	103-105	39	192-196	63	302-305 (10 months)	87
21-22	16	106-109	40	197-200	64	306-310	88
23-25	17	110-113	41	201-205	65	311-314	89
26-29	18	114-116	42	206-209	66	315-319	90
30-32 (1 month)	19	117-120	43	210-214 (7 months)	67	320-323	91
33-36	20	121-124 (4 months)	44	215-218	68	324-328	92
37-40	21	125-127	45	219-223	69	329-332	93
41-43	22	128-131	46	224-228	70	333-337 (11 months)	94
44-47	23	132-135	47	229-232	71	338-342	95
48-51	24	136-138	48	233-237	72	343-346	96
52-54	25	139-142	49	238-241	73	347-351	97
55-58	26	143-146	50	242-246 (8 months)	74	352-355	98
59-62 (2 months)	27	147-149	51	247-250	75	356-360	99
63-65	28	150-153 (5 months)	52	251-255	76	361-366 (12 months)	100

Rules applicable to insurance with terms less than or more than one year:-

- A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for an insurance written for a term of one year.
- B. If this Policy has been in force for more than one year:
 1. Determine full annual premium as for insurance written for a term of one year.
 2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written.
 3. Add premium produced in accordance with items 1. And 2. To obtain earned premium during full period insurance has been in force.

Following Security per Authority No. B0507N23LT00080:-

85% Lloyd's Underwriter Syndicate No. 1225

LINES CLAUSE (NMA 2419)

This Insurance, being signed for 85% of 100 % insures only that proportion of any loss, whether total or partial, including but not limited to that proportion of associated expenses, if any, to the extent and in the manner provided in this Insurance.

The percentages signed in the Table are percentages of 85% of the amount(s) of Insurance stated herein.



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.

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

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c/o Lloyd's America Inc.
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The Texas Department of Insurance

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¿Tiene una queja o necesita ayuda?¹

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.

¹ A Spanish version of the notice must be included for personal automobile, homeowners, and accident and health policies, binders, certificates, and evidences of coverage.



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

Lloyd's Complaints Department

c/o Lloyd's America Inc.
280 Park Avenue, East Tower, 25th Floor,
New York, New York 10017 U.S.A.

Email: complaints@lloyds.com

Telephone: 1-844-849-7828

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: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

LMA9080D

06 January 2020

TEXAS SURPLUS LINES 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.

01/09/13

LMA9079



**THE INSURED IS REQUESTED TO READ THE ENTIRE POLICY CAREFULLY AND
INFORM THE INSURANCE BROKER NAMED BELOW IMMEDIATELY IF IT IS NOT
CORRECT**

Words and phrases which appear in this **Policy** in bold type have the special meanings specified
in the Definitions section of this **Policy**.

Unless the context requires otherwise, words denoting the singular shall include the plural and vice versa.

The titles of paragraphs, sections, provisions, or **Endorsements** of or to this **Policy** are intended solely for
convenience and reference, and are not deemed in any way to limit or expand the provisions to which they
relate and are not part of this **Policy**.

POLICY NUMBER: UP2303644LT

- 1 Name of the Insured:** Freehold Management, Inc.,
and as stated or defined in the Policy/ies of the Overlying
Insurers.
- 2 Address of the Insured:** 2929 Carlisle, Suite 170, Dallas, TX 75204
- 3 Policy Period:** From: 30th September 2023
to 30th September 2024
both days at the time as stated in the Policy/ies of the Overlying
Insurers.
This **Policy** will not automatically renew: The **Underwriter**
gives notice that cover will terminate and not be renewed at the
expiration of the **Policy Period** unless a new agreement is
reached between the **Underwriter** and the **Insured**. This is for
the purpose of review for those jurisdictions where tacit renewal
applies and does not signal the unwillingness of the
Underwriter to renew the cover from year to year.
- 4 Perils Insured:** Wind and Hail Only
- 5 The Property or Interest:**
Insured: The fifty (50) state comprising the Untied States of America, its
territories and possessions, the District of Columbia and Puerto
Rico.
- 6 The Property is located or
contained at:** Real and Personal Property, all as more fully defined in the
Overlying Policy.



7. **Limit of this Policy:** This **Policy** shall pay the difference between the Deductible of the Policy/ies of the Overlying Insurers as stated below, and the **Insured's Retention** set forth below, subject always to the Maximum Amount Payable.
8. **Overlying Policy Details:**
- (a) **Insurer(s):** Starr Surplus Lines Insurance Company
 - (b) **Policy Number(s):** SLSTPTY11688722 or renewal of replacement thereof
 - (c) **Deductible(s) for the Perils Insured by this Policy:** 3% subject to a USD25,000 minimum per occurrence
9. **Insured's Retention:** USD 25,000 per occurrence
10. **Maximum Amount Payable under this Policy:** USD 1,750,000 per occurrence
11. **Nominee for Notice of Claim:** AmWINS Brokerage, 5910 N. Central Expressway, Suite 500, Dallas, TX 75206
12. **Name and address of the Insurance Broker:** AmWINS Brokerage, 5910 N. Central Expressway, Suite 500, Dallas, TX 75206
13. **Premium:** USD 650,000 (100%) Annual being USD552,500 for 85% order
100% Minimum Earned Premium is deemed earned at the Inception Date of this **Policy**.
Due Date: 60 days from the Inception Date of this **Policy**
14. **Policy Disputes:**
- Law: The applicable law will be determined by the court of competent jurisdiction as referred to in the Service of Suit Clause
 - Jurisdiction: The **Insured** and the **Underwriter** agree to submit to the exclusive supervisory jurisdiction of any court of competent jurisdiction within the United States of America, and agree to comply with all requirements necessary to give such court jurisdiction.



- 15. Nominee for Service of Suit:** Lloyd's America, Inc.
Attention: Legal Department
280 Park Avenue, East Tower, 25th Floor,
New York,
New York 10017
U.S.A.
- 16. Time Element Coverage:** Included
(Section VI of this Policy)



NOTICE Our Privacy Policy Statement

THE UNDERWRITER

We 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 the **Insurance Broker** stated in the Schedule who handled this insurance. **We** can provide a more detailed statement of **Our** privacy practices upon request.



NOTICE Disclosure and Material Changes

The **Insured** must disclose to the **Underwriter** every matter and circumstance that is material to the risk.

- a. A circumstance is material if it would influence the judgment of a prudent underwriter in determining whether to take the risk and, if so, on what terms.
- b. The **Insured** has a duty to disclose all material circumstances (i) it knows, or (ii) that would have reasonably been revealed by a reasonable search of the information available to the **Insured** by the **Insured's** senior management and/or those responsible for the **Insured's** insurance.
- c. Disclosure of material information to the **Underwriter** must be made in a clear and accessible manner.
- d. By accepting the risk under this **Policy** and in setting the terms and premium, the **Underwriter** has relied on the information given to them by the **Insured**.
- e. If the **Insured** becomes aware that material information provided to the **Underwriter** is inaccurate or has changed, then the **Insured** must inform the **Underwriter** as soon as practicable.
- f. If the **Insured** fails:
 - (i) to disclose every matter and circumstance that is material to the risk, or
 - (ii) to notify the **Underwriter** that information the **Insured** has provided is inaccurate, or
 - (iii) to notify the **Underwriter** of any changes to the information provided,then the insurance under this **Policy** may become invalid and/or the **Policy** may be voidable, with the consequence that the **Underwriter** may not be liable to indemnify the **Insured** and/or the **Underwriter's** liability to indemnify the **Insured** may be reduced.



SECTION I **Insuring Agreements**

In consideration of full and proper payment of Premium as described in the Schedule, and subject to the Insuring Agreements, Definitions, Exclusions and General Conditions of this **Policy**, the **Underwriter** agrees as follows:

A. Insuring Agreement

To indemnify the **Insured** named in the Schedule 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 stated in the Schedule, occurring during the **Policy Period** and caused by any of the Perils Insured stated in the Schedule, all as covered by and defined in the Overlying 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 Deductibles of the Policy/ies of the Overlying Insurer(s) stated in the Schedule, and the **Insured’s Retention**, subject always to the **Underwriter’s** Maximum Amount Payable under this **Policy** not exceeding the amount stated in the Schedule.

In the event a percentage amount is stated in the Deductible(s) for the Perils Insured by this **Policy**, or within the **Insured’s Retention**, the **Underwriter’s** Maximum Amount Payable under this **Policy** is calculated using the statement of values declared to and agreed by the **Underwriter** at the Inception Date of this **Policy**, or as may be added by **Endorsement**.

For a loss to contribute to the Limit of this **Policy** and the **Insured’s Retention**, 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 in such Policy/ies of the Overlying Insurers.

However, this **Policy** shall not cover any loss adjustment expenses incurred in preparing or certifying details of a claim for indemnity under this **Policy**. Nothing contained in the foregoing shall be construed however to deny the **Underwriter** 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 Definitions

Whenever certain words are shown in bold type in this **Policy**, such terms are defined as follows, unless stated otherwise:

- A. Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
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
 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. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.
- B. Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **Data** storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party.
- C. Cyber Act** means an unauthorized, malicious or criminal act or series of related unauthorized, 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**.
- D. Cyber Incident** means:
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
 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**.
- E. 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**.
- F. 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**.
- G. Endorsement** means a change in the terms and conditions of the insurance provided by this **Policy**, agreed by the **Insured** and the **Underwriters**.
- H. Insured** means the entity insured by this **Policy** and stated in the Schedule as the **Insured**.



- I. Insurance Broker** means the person or firm who acts on behalf of the **Insured** with regard the insurance afforded by this **Policy**, and named for that purpose in the Schedule.
- J. Policy** means the policy document comprising the Schedule, Notice - Our Privacy Policy Statement, Notice - Disclosure and Material Changes, its Insuring Agreements, Definitions, Exclusions, General Conditions, Complaints and Other Enquiries, and the Time Element Coverage Extension, and any **Endorsement** applicable thereto, issued by the **Underwriter** to the **Insured** for the **Policy Period**.
- K. Policy Period** means the date and time when the insurance under this **Policy** starts and ends, as shown in the Schedule, unless this **Policy** is cancelled in accordance with the provisions of General Condition C (Cancellation) of Section IV of this **Policy**.
- L. Retention** means the amount which the **Insured** shall retain and not be insured by this **Policy**, and stated as **Insured's Retention** in the Schedule.
- M. Terrorism** means an act, including but not limited to the actual or threatened use of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organization or government, 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.
- N. Underwriter** means AEGIS Syndicate 1225 at Lloyd's.
- O. Us / We / Our** means AEGIS Syndicate 1225 at Lloyd's.
- P. You / Your** means the person or company stated in the Schedule as the **Insured**.



SECTION III 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**. Should any part of this **Policy** conflict with the Policy/ies of the Overlying Insurers, the terms of this **Policy** shall take precedent.

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

1. Chemical or Biological Materials

any chemical, biological, bio-chemical materials, whether weaponized or not, or any electromagnetic weapon;

2. Communicable Disease

the transmission or alleged transmission of a **Communicable Disease**, or the fear or threat (whether actual or perceived) of a **Communicable Disease**.

In no event will this **Policy** insure against any liability, loss, cost or expense to identify, clean-up, detoxify, remove, monitor, or test for, a **Communicable Disease**;

3. Cyber Loss

any **Cyber Loss**;

4. Data

loss of use, reduction in functionality, repair, replacement, restoration or reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**;

5. Pre-Existing Damage

loss or damage to property or interest insured in this **Policy** where such property or interest has pre-existing damage, at the Inception Date of this **Policy**, and is considered by the **Underwriter** to be exposed to conditions which would not have been exposed had the previous loss not occurred;

6. Radioactive Contamination

nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused;

7. War, Warlike Acts, Political Perils, Terrorism

- a. war, invasion or warlike operations (whether war be declared or not), act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, coup d'état, military or usurped power or martial law;
- b. confiscation, expropriation, nationalization, seizure, requisition, detention, legal occupation, embargo, quarantine, or any result of any order of public or government authority, which deprives the **Insured** or a claimant of the use or value of its property;



- c. deliberate destruction or damage to property by or by order of any public or governmental authority;
- d. illegal occupation, acts involving contraband, illegal transportation, or illegal trade;
- e. riot, strike, protest, lockout, civil commotion, civil disturbance, vandalism or malicious mischief;
- f. any act of **Terrorism** or any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

B. This **Policy** does not apply to, and the **Underwriter** is not liable to make any payment for, the following types of loss or damage, whether caused or contributed to, in whole or in part, directly or indirectly, by loss or damage otherwise insured under this **Policy**:

1. Sanctions

the payment of any benefit under this **Policy**, to the extent that such payment would expose the **Underwriter** 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;



SECTION IV General Conditions

The following General Conditions apply to this **Policy** unless specifically amended by **Endorsement**. The **Insured** must comply with these General Conditions. If the **Insured** fails to do so, the **Underwriter** is not obliged to provide an indemnity under this **Policy**.

A. Additional Named Insureds, Mortgagees and Loss Payees

This **Policy** includes the interest of additional Named Insureds, Mortgagees and Loss Payees as covered by and contained in the Policy/ies of the Overlying Insurers.

B. 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.

C. Cancellation

1. The **Insured** may cancel this **Policy** at any time by mailing or delivering to the **Underwriter** written notice of cancellation;
2. The **Underwriter** may cancel this **Policy**
 - a. at the date set forth in the Premium Payment Condition stated in the Schedule if the **Underwriter** cancels for non-payment of premium; or
 - b. by mailing or delivering to the **Insured**, or by mailing or delivering to the **Insurance Broker**, by registered, certified, or other first class mail, written notice of cancellation at least ninety (90) days before the effective date of cancellation if the **Underwriter** cancels for any other reason.

The mailing of such notice shall be sufficient proof of notice and this **Policy** shall terminate at the date and hour specified in such notice.

3. The **Underwriter** will mail or deliver their notice to the **Insured's** address stated in the Schedule;
4. If the notice period for any cancellation of the **Policy** by the **Underwriter** is prohibited or made void by any law controlling the construction thereof, such notice period shall be deemed to be amended so as to be equal to the minimum period permitted by such law.
5. In the event of cancellation as described above, premium is due to the **Underwriter** on a pro rata basis for the period that the **Underwriter** is on risk, subject always to the amount stated in the Schedule as Minimum Earned Premium being deemed fully earned at the Inception Date, but the full premium for this **Policy** shall be payable to the **Underwriter** in the event that loss or damage gives rise to a valid claim for indemnity under this **Policy** (subject to all the terms and conditions of this **Policy**) prior to the date of cancellation.
6. Notice of cancellation given by or to the **Insured** shall constitute notice by and to all **Insureds** under the **Policy**;
7. If, during the **Policy Period**, there has been either a claim on the **Policy** or the **Underwriter** has been notified of an Occurrence that they deem likely to result in a claim, no refund of premium shall be provided.



D. Choice of Law

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained in this **Policy**, or concerning the validity of this **Policy**, is understood and agreed by both the **Insured** and the **Underwriter** to be subject to the law of the territory, Country or State stated in the Schedule.

E. Currency and Payment of Premium

The Limit of this **Policy**, Deductible, premiums and other amounts as expressed in this **Policy** are in United States currency. Payment of premium shall be made by the **Insured** by the Due Date stated in the Schedule to the **Underwriter**. If the **Insured** fails to pay the premium due to the **Underwriter** by such Due Date, the **Underwriter** may issue notice of cancellation to the **Insured** in accordance with the provisions of General Condition C (Cancellation). The **Insured** will be the payee for any return premium payable by the **Underwriter**.

Where any premium is outstanding at the time of settlement of a loss relating to the property or interest insured in this **Policy**, the **Underwriter** may deduct it from the amount payable.

F. False or Fraudulent Claim

If the **Insured**, or anyone acting on their behalf, makes a claim for an indemnity under this **Policy** knowing it to be false or fraudulent in amount or in any other respect, or use any fraudulent means in support of any such claim, the **Underwriter** will not be liable to pay the claim and may recover from the **Insured** any sums paid in respect of the claim. The **Underwriter** may also, by notice to the **Insured**, treat the **Policy** as having been cancelled with effect from the time of the fraudulent act.

G. Invalidity or Unenforceability

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.

H. Jurisdiction

As set forth in General Condition L (Service of Suit).

I. Maintenance of Overlying Insurance

In respect of the Perils Insured as stated in the Schedule, this **Policy** is subject to the same terms, definitions and conditions (except as regards the premium, the amount 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 a claim for indemnity is made under this **Policy**.

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**.

J. Notification of Claims



The **Insured** shall, upon knowledge of any Occurrence which may give rise to a claim for indemnity under this **Policy**, give immediate written advice thereof to the **Underwriter** through the person or firm named for that purpose in the Schedule.

Such notice shall contain all information available to the **Insured** at the time pertaining to such claim or Occurrence.

K. Policy Modification

The **Insured** and the **Underwriter** may request changes to this **Policy**. This **Policy** can be changed only by **Endorsement** issued by the **Underwriter** and made a part of this **Policy**.

Notice to any agent or to the **Insurance Broker**, or knowledge possessed by any agent or the **Insurance Broker**, or by any other person shall not be held to effect a waiver or change in any part of this **Policy**.

L. Service of Suit

It is agreed that in the event of the failure of the **Underwriter** to pay any amount claimed to be due under this **Policy**, the **Underwriter**, at the request of the **Insured**, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of **Underwriter's** right to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon the person or firm stated for such purpose in the Schedule, and that in any suit instituted against any one of them upon this **Policy**, the **Underwriter** will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The person or firm stated in the Schedule are authorized and directed to accept service of process on behalf of the **Underwriter** 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 **Underwriter'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 provision therefor, the **Underwriter** hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Insured** or any beneficiary under this **Policy** arising out of this **Policy**, and hereby designate the person 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.

M. Third Party Rights

A person who is not a party to this **Policy** shall not have any rights to enforce any term of this **Policy**. This does not affect any other rights or remedy of a third party who is not an **Insured** which exist, or which may exist.

N. Valuation

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



SECTION V Complaints and Other Enquiries

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service.

If **You** have any questions or concerns about **Your** insurance, **You** should contact the **Insurance Broker**.

If **You** remain unsatisfied or wish to make a complaint concerning this **Policy**, **You** may contact **Us** at:

The Compliance Officer
AEGIS Syndicate 1225 at Lloyd's care of AEGIS Managing Agency Limited
25 Fenchurch Avenue,
London EC3M 5AD
United Kingdom.

Email: complaints@aegislondon.co.uk
Telephone: + 44(0)20 7856 7856
Website: www.aegislink.com/portal/london/index.do

Please quote the policy number and/or claim number as appropriate in any correspondence.

In the alternative, or if **You** are dissatisfied with the resolution of **Your** enquiry or **Your** complaint, **You** can do so at any time by referring the matter to the Complaints team at Lloyd's. The contact details are:

Lloyd's Complaints Department
c/o Lloyd's America Inc.
280 Park Avenue, East Tower, 25th Floor,
New York,
New York 10017
U.S.A.
Email: complaints@lloyds.com
Telephone: 1-844-849-7828

Making a complaint does not affect **Your** right to take legal action.

The provisions of this Complaints and Other Enquiries section may be changed by an **Endorsement** issued by **Us** and made a part of this **Policy**, or by an attachment of a separate Notice to this **Policy**.



SECTION VI Time Element Coverage Extension

This Extension is only applicable if marked as “Included” on the Schedule.

This **Policy** 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 or interest described in the Schedule.

The Limit of this **Policy** and the **Insured's Retention** as stated in the Schedule are inclusive of damage to Property and Time Element coverages.



**ADDITIONAL WORDINGS, CLAUSES & WARRANTIES ATTACHING TO AND
FORMING PART OF THIS CERTIFICATE**

**U.S. Terrorism Risk Insurance Act of 2002 as amended
Not Purchased Clause**

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5390

09 January 2020



COMMUNICABLE DISEASE ENDORSEMENT

(For use on property policies)

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).

All other terms, conditions and exclusions of the policy remain the same.

LMA5393

25 March 2020



PROPERTY CYBER AND DATA EXCLUSION

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

Definitions

- 4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 5 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 6 Cyber Incident means:
 - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 7 Computer System means:
 - 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,owned or operated by the Insured or any other party.
- 8 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

LMA5401
11 November 2019



PREMIUM PAYMENT CLAUSE

The (Re)Insured undertakes that premium will be paid in full to underwriters within 60 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 Underwriters by the 60th day from the inception of this policy (and, in respect of instalment premiums, by the date they are due) Underwriters shall have the right to cancel this policy by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full policy premium shall be payable to Underwriters 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 Underwriters shall give not less than 10 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to Underwriters 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.

Unless otherwise agreed, the Leading Underwriter (and Agreement Parts if appropriate) are authorised to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

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 Underwriters will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

11/01
LSW3000 (amended)

