



A Berkley Company

Domicile Office: StarNet Insurance Company, 11201 Douglas Ave Urbandale,
IA 50322 800-343-0592
Underwriting Office: 1250 East Diehl Rd #200 Naperville, IL 60563 (866) 893-3922

Clarion Associates, Inc.,
Musical Instrument Insurance
200 Motor Parkway Suite B10
Hauppauge, NY 11788-5113
Telephone: 1-800-VIVALDI

MUSICAL INSTRUMENTS POLICY DECLARATIONS

POLICY NUMBER: CIS0039627 PRIOR POLICY NUMBER: _____

Item 1:

Named Insured: Sooyean Oh
33105 49th Ave SW

Mailing Address: Federal Way, WA 98023

Item 2.

Policy Period: From: 06/21/2023 to 06/21/2024
(12:01 A.M. at your Mailing Address shown above)

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

ITEM 3:

Description of Scheduled Instrument(s) and Limit(S) of Insurance:

Item#	Type	Description	Serial#	Limit of Insurance
1	Violin	Roth Violin	No Serial #	\$ 9,000.00
2	Bow	violin bow stamped "A. Lamy A Paris"	No Serial #	\$ 18,000.00
			Total	\$ 27,000.00

Daniel Schoenfeld

Item 4:

Premium:

		Minimum Premium (if applicable)		\$ 200.00
Rate (per hundred)	\$ 1.07	Limits of Insurance	\$ 27,000.00	Deposit Premium: \$ 289.00
PREMIUM SHOWN IS PAYABLE		Terrorism Premium:		\$ INCLUDED
		Business Interruption \$500:		\$ INCLUDED
		Extra Expense \$500:		\$ INCLUDED
		Total Premium:		\$ 289.00
		At Inception:		\$ 289.00
		At Each Anniversary:		\$ 289.00

Item 5:

(If Policy Period is More Than one Year and Premium is Paid in Annual Installments)

Deductible Amount: \$ \$0.00

Item 6:**Forms and Endorsements Forming Part of this Policy When Issued:**

Form Number and

Edition Date Description of Form or Endorsement

CM00010904	Commercial Inland Marine Conditions
CM70080914	Musical Instrument Coverage Form
CM77121008	Musical Instrument Policy Declarations
IL00171198	Common Policy Conditions
IL09520115	Cap On Losses From Certified Acts Of Terrorism
IL09530115	Exclusion Of Certified Acts Of Terrorism
ILP0010104	U.S. TREASURY DEPARTMENT'S OFAC ADVISORY NOTICE TO POLICYHOLDERS
ILPN83131220	Policyholder Disclosure - Notice of Terrorism Coverage (Quote)
ILPN83141220	Policyholder Disclosure - Notice of Terrorism Coverage (Accepted)

Item 7:

Loss Payee(s):

Item# Loss payee name and address

Countersignature of Authorized Representative (Where Required)

Name:

Title:

Signature:

Date:

IN WITNESS WHEREOF, Starnet Insurance Company designated herein has executed and attested all these presents.



Secretary



President

MUSICAL INSTRUMENT COVERAGE FORM

AGREEMENT

In return for "your" payment of the required premium "we" provide the coverage described herein subject to all the terms of the Musical Instrument Coverage. This coverage is also subject to the "declarations" and additional policy conditions relating to assignment or transfer of rights or duties, cancellation, and examination of books and records.

Endorsements and schedules may also apply. They are identified on the "declarations".

Refer to DEFINITIONS, Section F., for words and phrases that have special meaning. These words and phrases are shown in quotation marks.

A. COVERAGE

"We" will pay for direct physical "loss" to Covered Property from any of the Covered Causes of Loss.

1. COVERED PROPERTY, as used in this Coverage Form, means:

- a. "Your" property consisting of musical instruments, related equipment, and accessories as shown in a Schedule of Insurance on file with "us"; and
- b. Similar property of others that is in "your" care, custody and control. "We" reserve the right to subrogate in the event of mistreatment or negligence unless "we" agree to waive subrogation in advance.

2. PROPERTY NOT COVERED

Covered Property does not include Contraband, property in the course of illegal transportation or trade, or property you acquired by means of Theft.

3. COVERAGE EXTENSIONS

The limit of insurance for each of the following Coverage Extensions is included within the Limits of Insurance applicable to the Property listed in the Declarations.

a. Borrowed Instruments

If during the policy period you borrow an instrument of a type already covered by this form, "we" will cover that borrowed instrument for the lesser of:

- (1) The value of the instrument as evidenced by its latest appraisal or bill of sale;
- (2) The highest individual instrument's Limit of Insurance on "your" Schedule of Insurance; or
- (3) \$50,000;

for up to 30 days after "you" borrow it, or until the policy ends, whichever is sooner. "You must tell "us" within forty-eight (48) hours of the time "you" first assume control of the instrument in order to activate this coverage. "We" will not charge "you" a premium for this period provided "you" tell "us" before the end of thirty (30) days from the date "you" assume control of the borrowed instrument that "you" have returned it to the owner. If coverage is needed beyond the thirty (30) days after the date "you" originally borrowed the instrument, then "you" must give "us" the bill of sale or a current appraisal from a certified Clarion network representative or any bonafide musical instrument dealer or retailer and "we" will add this instrument to "your" policy schedule.

If "you" have a "loss" during this thirty (30) day period, "we" will not pay for the "loss" until "you" have provided "us" with a bill of sale or current appraisal.

b. Newly Acquired Property

If during the policy period "you" acquire property of a type already covered by this form, "we" will cover that property for the lesser of:

- (1) The value of the instrument as evidenced by its latest appraisal or bill of sale;
- (2) The highest individual instrument's Limit of Insurance on your Schedule of Insurance; or
- (3) \$50,000;

You will report such property within 30 days from the date acquired and will pay any additional premium due. If you do not report such property, coverage will cease automatically 30 days after the date the property is acquired or at the end of the policy period, whichever occurs first.

c. Inflation Guard

If you insure a "manufactured instrument" with "us" that is less than ten (10) years old on the date "you" purchase it, in the event of a total "loss" by a Covered Cause of Loss to this Covered Property, "we" will pay "you" the cost to replace the instrument, regardless of the Limit of Insurance. The Limit of Insurance "you" carry for this instrument must be at least equal to the US dollar purchase price based upon the

MUSICAL INSTRUMENT COVERAGE FORM

currency conversion rate, at the time of purchase, for the country from where it was originally purchased, at any time during the twenty-four (24) months prior to the "loss".

If the Limit of Insurance is less than the retail price for the instrument during the past twenty-four (24) months, the most "we" will pay "you" in the event of a "loss" is the Limit of Insurance for this instrument.

d. Replacement Instruments

If "you" rent or borrow an instrument of the same type to replace Covered Property while that Covered Property is being repaired as a result of a Covered Cause of Loss, "we" will pay the owner for "loss" by Covered Causes of Loss to the replacement instrument while it is in "your" care, custody or control. The most we will pay the owner for "loss" of the replacement instrument is the Limit of Insurance for the instrument being repaired.

e. Business Income and Extra Expense Coverage – "We" will pay for the actual "loss" of "Your" "business income" and/or "extra expense" "you" incur due to the necessary suspension of "your" operations during the "period of restoration" of "Covered Property" described in the Declarations for which a Limit of Insurance is shown for "business income" and "extra expense" coverage. "We" will not pay more than the applicable Limit of Insurance shown in the "declarations" for the "loss" of "business income" and/or "extra expense" for any one or more items of Covered Property. The "loss" of or damage to the Covered Property must be directly caused by a Covered Cause of "loss". The following additional coverages also apply to this Additional Coverage:

- f. All reasonable expenses incurred by you at our request to assist us in the investigation or defense of the claim or suit, including actual loss of earnings up to a maximum of **\$500.00** because of time off from work.

DEDUCTIBLE

1. "We" shall not pay for loss or damage in any one "occurrence", until the amount of loss or damage exceeds the applicable Deductible shown in the Declarations. "We" shall then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.
2. If more than one deductible applies to "business income" and "extra expense" coverages, as a result of one occurrence, "you" shall pay the highest applicable deductible.

B. COVERED CAUSES OF LOSS

Covered Causes of Loss means risks of direct physical "loss" to Covered Property except those causes of "loss" listed in the Exclusions.

C. EXCLUSIONS

1. "We" will not pay for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".
 - a. **Governmental Action**
Seizure or destruction of property by order of governmental authority.
But "we" will pay for direct physical "loss" caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under the Coverage Form.
 - b. **Nuclear Hazard**
 - (1) Any weapon employing atomic fission or fusion; or
 - (2) Nuclear reaction or radiation or radioactive contamination from any other causeBut "we" will pay for direct physical "loss" caused by resulting fire, if the fire would be covered under the Coverage Form.
 - c. **War and Military Action**
 - (1) War, including undeclared or civil war;
 - (2) Warlike action by the military force, including action in hindering or defending against an actual or
 - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
 - d. **Pollutants**

MUSICAL INSTRUMENT COVERAGE FORM

"We" do not pay for loss caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of "pollutants" unless the release, discharge, seepage, migration, dispersal, or escape is caused by covered peril. "We" do cover any resulting loss covered by a covered peril.

2. "We" will not pay for a "loss" caused by or resulting from any of the following:
 - a. Delay, loss of use, loss of market or any other consequential loss;
 - b. Wear, tear, any quality in the Property that causes it to damage or destroy itself, or gradual deterioration;
 - c. Pre-existing conditions, damage and/or loss in value caused by repairing, retouching, restoring, or conservation or preservation of value;
 - d. Damage caused by pests, insects, and vermin;
 - e. Loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts done alone or in collusion with another by:
 - 1) "you";
 - 2) others who have an interest in the Property;
 - 3) "your" partners, relatives, trustees or guardian;
 - 4) the employees or agents of any of 1), 2), or 3), above;
 - f. Unexplained disappearance of Covered Property.
 - g. Delay, loss of use, loss of market, or any other consequential loss, except to the extent of Additional Coverage E – Business Income and Extra Expense Coverage.

D. LIMITS OF INSURANCE

The most "we" will pay for a "loss" in any one occurrence is the applicable Limit of Insurance shown on the Declarations, however not to exceed the applicable amount of insurance as specified in the Schedule of Insurance unless other policy terms apply.

E. Additional Conditions

This coverage Form is subject to the following conditions in addition to the Common Policy Conditions.

1. Coverage Territory

"We" insure Covered Property wherever located anywhere in the world including while in transit and while at a repairer's and restorers premises.

2. Valuation

"We" will not be liable for more than the amount set opposite the respective items covered hereunder, shown on the Schedule of Insurance, which amounts are agreed to be the values of these items for the purpose of this insurance unless other policy terms apply.

3. Partial Loss Including Loss of Value

"We" will pay "you" the difference between the agreed value in the Schedule of Insurance prior to the "loss" and the value of the instrument after the "loss". The difference in value if any after repair or restoration shall be determined by a "registered musical instrument appraiser." If the difference in value cannot be agreed upon, the difference in value shall be determined in accordance with ADDITIONAL CONDITIONS 5-Appraisal.

4. Abandonment

There can be no abandonment of any Property to "us".

5. Appraisal

If "we" and "you" disagree on the value of the Property or the amount of the "loss", either may make written demand for appraisal of the "loss". In this event each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and 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 be binding. Each party will:

- a. Pay its chosen appraiser
- b. Bear the other expenses of the appraisal and umpire equally
If there is an appraisal, we will retain "our" right to deny the claim.

6. Duties In The Event Of Loss

MUSICAL INSTRUMENT COVERAGE FORM

"You" must see to it that the following are done in the event of "loss" to Covered Property:

- a. Notify the police if a law may have been broken.
- b. Give "us" prompt notice of the "loss". Include a description of the Property involved.
- c. As soon as possible, give "us" a description of how, when, and where the "loss" occurred.
- d. Take all reasonable steps to protect the Covered Property from further damage and keep a record of "your" expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, "we" will not pay for any subsequent "loss" resulting from a cause of loss that is not a Covered Cause of Loss. Also if feasible, set the damaged Property aside and in the best possible order for examination.
- e. Make no statement that will assume any obligation or admit any liability, for any "loss" for which "we" may be liability, without "our" consent.
- f. Permit "us" to inspect the property and records proving the "loss".
- g. If requested permit "us" to question "you" under oath, at such times as may be reasonably required, about any matter relating to this insurance or "your" claim, including "your" books and records. In such event "your" answers must be signed.
- h. Send "us" a signed, sworn statement of "loss" containing the information "we" request to settle the claim. You must do this within 60 days after our request. We will supply "you" with the necessary forms.
- i. Promptly send "us" any legal papers or notices received concerning the "loss".
- j. Cooperate with "us" in the investigation or settlement of the claim.

7. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same "loss," "we" will not pay more than the actual amount of the "loss".

8. Loss Payment

"We" will pay or make good any "loss" covered under this coverage Form within thirty (30) days after:

- a. "We" reach agreement with "you";
- b. The entry of final judgment; or
- c. The filing of an appraisal award.

9. Other Insurance

If "you" have other insurance covering the same "loss" as the insurance under this Coverage form, "we" will pay only the excess over what "you" should have received from the other insurance. "We" will pay the excess whether "you" can collect on the other insurance or not.

10. Pair, Sets or Parts

In the event of a total "loss" to any part of a pair or set, at "your" option, "we" will pay you the full value of the entire pair or set and "you" will surrender to "us" both the damaged and undamaged Covered Property. "You" may elect to retain the undamaged Covered Property in which case "we" will pay "you" the fair market value of the damaged Covered Property, giving due consideration to the importance of the pair or set of the damaged Covered Property.

11. Right To Repurchase Recovered Property

"You" may buy back Covered Property for which we have paid you a total "loss". The price of the Covered Property will be the amount "we" paid to "you". "We" will attempt to notify "you" of any damaged or recovered Covered Property you may buy back. "You" will have 65 days from the mailing date of the notice to repurchase the Covered Property. This right is not inheritable or transferable to any other person or organization.

12. Privilege to Adjust With Owner

In the event of "loss" involving Property of others in "your" care, custody, or control, "we" have the right to:

- a. Settle the "loss" with the owners of the property. A receipt for payment from the owners of that Property will satisfy any claim of "yours".
- b. Provide a defense for legal proceedings brought against "you". If provided, the expense of this defense will be at "our" cost and will not reduce the applicable Limit of Insurance under this insurance.

13. Recoveries

Any recovery or salvage on a "loss" will accrue entirely to "our" benefit until the sum paid by "us" has been made up.

14. Reinstatement Of Limit After Loss

the Limit of Insurance will not be reduced by the payment of any claim, except for the total "loss" of a scheduled item, in which event "we" will refund the unearned premium on that item.

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15. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom "we" make payment under this insurance has rights to recover Damages from another, those rights are transferred to "us" to the extent of our payment. That person or organization must do everything necessary to secure "our" rights and must do nothing after loss to impair them.

16. Concealment, Misrepresentation, Or Fraud

This Coverage Form is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by "you" or any other insured, at any time, concerning:

- a. This Coverage Form;
- b. The Covered Property;
- c. "Your" interest in the Covered Property; or
- d. A claim under this Coverage Form.

17. Legal Action Against Us

No one may bring a legal action against "us" under this Coverage Form unless:

- a. There has been full compliance with all the terms of this coverage form; and
- b. The action is brought within 2 (two) years after "you" first have knowledge of the "loss".

18. No Benefit To Bailee

No person or organization, other than "you", having custody of Covered Property, will benefit from this insurance.

19. Policy Period

"We" Cover "loss" commencing during the policy period shown on the Declarations.

20. Records

"You" will keep accurate records of "your" "own" business and retain them for three years after the policy ends.

F. DEFINITIONS

1. "Loss" means accidental loss or damage.
2. "Registered musical instrument appraiser" means a bonafide musical instrument dealer.
3. "Manufactured instrument" means any instrument mass manufactured with annually printed price lists available.
4. The words "you", "your", "yours" and "own" means the person, persons or organizations named as the insured on the "declarations".
5. The words "we", "us", and "our" mean the company providing this coverage.
6. "Declarations" means all pages labeled Declarations, Supplemental Declarations, or Schedules, which pertain to this coverage.
7. "Pollutant" means:
 - (a) Any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be disposed of as well as recycled, reclaimed, or reconditioned.
 - (b) Electrical or magnetic emissions, whether visible or invisible, and sound emissions.
8. "Business income" means the:
 - (a) "Net income" (Net Profit or loss before income taxes) that would have been earned or incurred;
 - (b) "Continuing normal operating expenses incurred, including payroll; and
 - (c) Rental value.
9. "Net income" means your net profit or loss, including rental income that would have been earned or incurred before taxes.
10. "Extra expense" means necessary expenses "you" incur during the "period of restoration" that "you" would not have incurred if there had been no direct physical loss of or damage to "Covered Property" caused by or resulting from a "covered cause of loss".

To the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Part, "extra expense" includes expenses you incur to:

Avoid or minimize the suspension of business and to continue operations:

 - 1) At the premises described in the Declarations;
 - 2) At replacement premises or at temporary locations, including:
 - a) Relocation expenses;
 - ii. Costs to equip and operate the replacement or temporary locations;
 - iii. Minimize the suspension of business if you cannot continue operations; or
 - b) Costs to repair or replace "Covered Property".

MUSICAL INSTRUMENT COVERAGE FORM

11. "Period Of Restoration" means the period of time that:

1. Begins with the date of direct physical loss or damage caused by or resulting from any "covered cause of loss" to the "Covered Property" described in the Declarations; and
2. Ends on the date when the "Covered Property" described in the Declarations should be repaired or replaced with reasonable speed and similar quality.

"Period of restoration" does not include any increased period required due to the 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".

12. "Operations" means:

1. "Your" business activities occurring at the premises described in the Declarations; and
2. The functionality of the "Covered Property" described in the Declarations.

13. "Occurrence" means any one loss, disaster, casualty or series of losses, disasters, or casualties, arising out of one event. When the term applies to loss or losses from the perils of tornado, cyclone, hurricane, windstorm, hail, riot, riot attending a strike, civil commotion, and vandalism and malicious mischief one event shall be construed to be all losses arising during a continuous period of 72 hours. When filing proof of loss, "you" may elect the moment at which the 72 hour period shall be deemed to have commenced, which shall not be earlier than the first loss to covered property occurs.

INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

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

If there is an appraisal, we will still retain our right to deny the claim.

C. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.

10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.

2. We will not pay you more than your financial interest in the Covered Property.

3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:

- a. We have reached agreement with you on the amount of the loss; or
- b. An appraisal award has been made.

6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets Or Parts

1. Pair Or Set

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance; or
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you.

This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Control Of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

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

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;

2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or

3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

A. Cap On Certified Terrorism Losses

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

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

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application Of Exclusions

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

SCHEDULE

The **Exception Covering Certain Fire Losses** (Paragraph **C**) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)	Coverage Form, Coverage Part Or Policy
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

B. The following exclusion is added:

CERTIFIED ACT OF TERRORISM EXCLUSION

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

C. Exception Covering Certain Fire Losses

The following exception to the exclusion in Paragraph **B.** applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

D. Application Of Other Exclusions

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

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

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

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

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

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

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

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

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act that is certified by the Secretary of the Treasury — in consultation with the Secretary of Homeland Security, and the Attorney General of the United States — to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Coverage under your policy is affected as follows:

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

You should also know that the act, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

For property located in standard fire policy states there are state statutory exceptions covering certain fire losses if you decline coverage for "acts of terrorism" defined under the Act. If an "act of terrorism" certified under the act results in fire, we are required to pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to covered property and is subject to any limitations of any terrorism exclusion, or inapplicability or omission of a terrorism exclusion. This notice does not serve to create coverage for any loss which would otherwise be excluded under your policy.

The portion of your premium that is attributable to coverage for direct loss or damage that is caused by an "act of terrorism" certified under the act and where fire ensues in a statutory standard fire policy state (fire following terrorism) is \$0.00, and does not include any charges for the portion of losses covered by the United States Government under the Act. Note, this premium is applied to your policy regardless if you accept or decline coverage for "acts of terrorism" below.

Acceptance or Rejection of Terrorism Insurance Coverage

<input type="checkbox"/>	I hereby elect to purchase terrorism coverage, subject to the limitations of the Act for acts of terrorism as defined by the Act, for a prospective premium of \$ <u>0.00</u> (including the fire following premium above) .
<input type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Sooyean Oh
Policyholder/Applicant's Signature

StarNet Insurance Company
Insurance Company

Print Name
06/21/2023

Date

CIS0039627
Quotation/ Policy Number

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act, as amended, is included in your policy. As defined in Section 102(1) of the Act: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury — in consultation with the Secretary of Homeland Security, and the Attorney General of the United States — to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers’ liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism as defined in the Act, is \$ 0.00 , and does not include any charges for the portion of losses covered by the United States government under the Act.

Name of Insurer: Sooyean Oh
Policy Number: CIS0039627