



Ategrity Specialty Insurance Company

15990 Greenway-Hayden Loop

Suite D-160

Scottsdale, Arizona 85260

Telephone: 480.237.2417

Coverage afforded by this policy is provided by the Company (Insurer) and named in the Declarations.

In Witness Whereof, the Company has caused this policy to be executed and attested.

A handwritten signature in black ink that reads "Michael D. Miller".

Secretary

A handwritten signature in black ink that reads "Michael D. Miller".

President



ATEGRITY SPECIALTY INSURANCE COMPANY

CLAIM REPORTING INFORMATION

Your insurance policy has been placed with Ategrity Specialty Insurance Company. Promptly reporting an event that could lead to a claim, as required by your policy, helps us fulfill this commitment to you. Please refer to your policy for this and all other terms and conditions.

In the event of a claim to which this policy may apply, please give immediate notice to:

**CLAIM DEPARTMENT
ATEGRITY SPECIALTY INSURANCE COMPANY**

Email: Claims@ategrity.com
Phone: 480.237.2417
Toll Free: 1.833.783.6206
Fax: 602.419.2977

In order to expediate your claims process, please be prepared to furnish as much of the following information as possible:

- Policy Number
- Date, time and location of the accident/loss
- Details of the accident/loss
- Name, address and phone number of involved parties
- Name of law enforcement agency or fire department along with any file or incident number

PLEASE REFER TO YOUR POLICY FOR SPECIFIC CLAIM REPORTING REQUIREMENTS

SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due under this policy, the Company at the request of the Insured (or reinsured), will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the Court jurisdiction. All matters which arise will be determined in accordance with the law and practice of the Court. In a suit instituted against any one of them under this contract, the Company agrees to abide by the final decision of the Court or of any Appellate Court in the event of an appeal.

Pursuant to any statute of any state, territory or district of the United States of America which makes a provision, the Company will designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured (or reinsured) or any beneficiary arising out of this contract of insurance (or reinsurance).

The officer named below is authorized and directed to accept service of process on behalf of the Company:

Michael D. Miller
Ategrity Specialty Insurance Company
15990 N. Greenway-Hayden Loop, Suite D-160
Scottsdale, Arizona 85260

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.
Includes some copyrighted material of Insurance Services Office, Inc., with its permission.

AUTHORIZED REPRESENTATIVE / DATE



Ategrity Specialty Insurance Company

15990 N Greenway Hayden Loop, Suite D-160, Scottsdale, AZ 85260

BROKERAGE PROPERTY BINDER

POLICY NUMBER: 01-B-XP-P00000487-0

DATE: 03/28/2019

NAMED INSURED: Jack Sprat

PRODUCER: Jim-Giles Corp

UNDERWRITER: Underwriter Admin - admin@ategrity.com

ISSUING COMPANY: Ategrity Specialty Insurance Company (Non-Admitted, Best Rated: **TBD**)

PREMIUM: \$50,000

TERRORISM* (TRIPRA) PREMIUM: \$11,000

TOTAL PREMIUM: \$61,000

INSPECTION FEE: \$2,000

COMMISSION: 17.5%

TAX STATE: California

TERM: 01/28/2019 to 01/28/2021

SUBJECT OF INSURANCE:

| <u>Description</u> | <u>Value</u> | <u>Coinsurance</u> | <u>Valuation</u> |
|------------------------|--------------|--------------------|------------------|
| BPP/Contents - Blanket | \$80,000 | 80% | RC |

TOTAL INSURABLE VALUES: \$80,000

DEDUCTIBLES:

All Other Wind; 5%

Equipment Breakdown; 25%, Subject to Minimum of \$500 Per Building

Flood; 10%, Subject to Minimum of \$1,000 Per Occurrence

LIMITS OF LIABILITY:

ATEGRITY SPECIALTY LAYER PREMIUM: \$ 61,000 (Including \$ 11,000 TRIPRA premium)

\$45,000 part of \$ 90,000 excess of Deductibles; Equipment Breakdown INCLUDING All Other Wind; Excluding Earthquake;

Including Sublimits of:

Flood - \$40,000 part of \$80,000 excess of Deductibles

MINIMUM EARNED PREMIUM: 25%

CONDITIONS:

- THIS BINDER MAY NOT MEET ALL OF YOUR REQUESTED SPECIFICATIONS AND/OR COVERAGES, SO PLEASE REVIEW CAREFULLY.
- ALL EARTH MOVEMENT / EARTHQUAKE AND FLOOD LIMITS SHOWN (IF ANY) ARE PER OCCURRENCE AND ANNUAL AGGREGATE.
- THE SURPLUS LINES BROKER IS RESPONSIBLE FOR ALL SURPLUS LINES PAYMENTS AND FILINGS.
- PAYMENT IS DUE TO ATEGRITY SPECIALTY INSURANCE COMPANY NO LATER THAN 30 DAYS FROM THE EFFECTIVE DATE OF THIS BINDER.

SUBJECTIVITIES:

- COMPLETED MANUSCRIPT FORM(S), IN WORD FORMAT, WITHIN 30 DAYS OF BINDING.
- PROTECTIVE SAFEGUARDS PER PRIMARY POLICY.



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FORMS AND ENDORSEMENT SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

| # | Form Number | Form Name |
|----------|---------------------|-------------------------------------|
| 1 | ASIC-NOT-0002 10-18 | Claim Reporting Information |
| 2 | ASIC-AF-0003 08-18 | Service Of Suit Clause |
| 3 | ASIC-AF-0000 08-18 | Cover Page |
| 4 | XP-0001 07-18 | Minimum Earned Cancellation Premium |
| 5 | IL 00 17 11-98 | Common Policy Conditions |

ATEGRITY SPECIALTY INSURANCE COMPANY

MINIMUM EARNED CANCELLATION PREMIUM

POLICY NUMBER: 01-B-XP-P00000487-0

EFFECTIVE DATE: 01/28/2019

12:01 AM STANDARD TIME

NAMED INSURED: Jack Sprat

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE FOLLOWING PROVISION IS ADDED TO THE CANCELLATION CONDITION:

IF YOU REQUEST CANCELLATION OF THIS POLICY, WE WILL RETAIN NOT LESS THAN 25% OF THE ORIGINAL PREMIUM.

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.

POLICYHOLDER DISCLOSURE

NOTICE OF INSURANCE COVERAGE FOR ACTS OF TERRORISM

TERRORISM RISK INSURANCE ACT

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act:

The term “certified acts 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.

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 agrees to reimburse eighty-five percent (85%) of covered terrorism losses in calendar year 2015 that exceed the statutorily established deductible paid by the insurance company providing the coverage. This percentage of United States Government reimbursement decreases by one percent (1%) every calendar year beginning in 2016 until it equals eighty percent (80%) in 2020. 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, as amended, contains a \$100 billion cap that limits United States 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.

CONDITIONAL TERRORISM COVERAGE

The federal Terrorism Risk Insurance Program Reauthorization Act of 2015 is scheduled to terminate at the end of December 31, 2020, unless renewed, extended or otherwise continued by the federal government. Should you select Terrorism Coverage provided under the Act and the Act is terminated December 31, 2020, any terrorism coverage as defined by the Act provided in the policy will also terminate.

YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR CERTIFIED ACTS OF TERRORISM BELOW:

The Note below applies for risks in these states: California, Connecticut, Georgia, Hawaii, Illinois, Iowa, Maine, Missouri, New Jersey, New York, North Carolina, Oregon, Rhode Island, Virginia, Washington, West Virginia, Wisconsin.

NOTE: In these states, a terrorism exclusion makes an exception for (and thereby provides coverage for) fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism coverage for such fire losses will be provided in your policy.

If you do not respond to our offer and do not return this notice to the Company, you will have no Terrorism Coverage under this policy.

| | |
|--|--|
| | I hereby elect to purchase certified terrorism coverage for a premium of \$11,000. I understand that the federal Terrorism Risk Insurance Program Reauthorization Act of 2015 may terminate on December 31, 2020. Should that occur my coverage for terrorism as defined by the Act will also terminate. |
| | I hereby reject the purchase of certified terrorism coverage. |

| | |
|------------------------------------|-------------------|
| _____ | <u>Jack Sprat</u> |
| Policyholder/Applicant's Signature | Named Insured |

Date