

Riversea S.L.
INSURANCE WORLDWIDE

**COMMERCIAL
PROPERTY
POLICY**

100% underwritten by



01/07/2023

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Read your Policy Carefully

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Our commitment to you:

Riversea S.L is not led by a computer-generated quotation system but has a team of dedicated underwriters with the traditional skill of ‘reading’ the risk based upon the information provided. As a family-owned business our commitment is to provide an exemplary customer service coupled with the ability to arrange flexible tailor-made cover without imposing unnecessary restrictions. The dedication of our staff in providing you with the very best service wherever you may be in the world is reflected in our clients remaining with us for many years and happily recommending us to others. A fact of which we are most proud and drives us to offer you the same high standards of care.

How can we help?

Riversea Insurance is here to help and answer any questions you may have. If you come to us through an insurance broker, then please contact them in the first instance.

Call Us: Phone International: +34 951 250 931

Phone UK: +44 (0) 800 047 2587

Phone USA & Canada: +1 (800) 713 1270

Email Us: malcolm@riverseainsurance.com

Write to Us: USA: 1776 North Pine Island Road, Suite 324, Plantation, Florida, 33322, USA

Spain: Avenida Carmen Saenz de Tejada S/N, Edificio S208, Planta 2, Oficina 4ª, Las Lagunas de Mijas, Malaga, 29651, Spain

About Riversea:

Edward William SL was incorporated in 2020 as a subsidiary company to Edward William international marine insurance underwriter offering comprehensive cover for Commercial Property around the world.

We pride ourselves on our exemplary customer service and the ability to offer insurance policies anywhere in the world.

About your Insurer:

Riversea S.L. arranges insurance through the ION Insurance Group SA, formed in 2004 in San Jose, Costa Rica. Today the Group includes ION Surety Company SA and ION Insurance Company Inc (US). Group balance sheet assets are \$180,000,000.00.

Benefits of Insuring with Riversea S.L:

The following summary contains some important information about your policy. It will help you understand if this insurance meets your needs as not everything is covered by this insurance: policy limits, conditions and exclusions apply. You should review your policy on a regular basis to ensure that the cover provided is adequate for your requirements.

For details of the full cover provided please read the policy wording together with the policy schedule, your original application and any endorsements or conditions applied.

This is a 12-month policy or as shown on your policy schedule. The Insurance policy is underwritten by ION Insurance Group. and is a policy of indemnity unless otherwise stated on your policy schedule.

PLEASE ENSURE THAT YOU READ THIS POLICY CAREFULLY TO ENSURE THAT THE COVERAGE OFFERED IS TOTALLY SUITED TO YOUR INSURANCE REQUIREMENTS. SHOULD YOU HAVE ANY CONCERNS THESE SHOULD IN THE FIRST INSTANCE BE DIRECTED TO EDWARD WILLIAM OR YOUR BROKER.

Your Policy

This Commercial Property Policy forms part of the contract between You and Us. This policy and any Schedule and/or endorsements should be read as if they are one document.

Our acceptance of this risk is based on the information presented to us being a fair presentation of Your business including any unusual or special circumstances which increase the risk and any concerns which have led you to seek insurance.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

We will provide the insurance described in this policy (subject to the terms set out herein) for the Period of Insurance shown in the Schedule and any subsequent period for which you shall pay, and we shall agree to accept the premium.

Your Duty of disclosure

You have a duty to tell us before the policy is entered, and when the policy is renewed every matter known to you which you know or: -

i) A reasonable person in the circumstances could be expected to know, is relevant to our decision whether to insure you, renew your policy or whether any special conditions need to apply to your policy.

This duty applies when you renew, extend, vary, or reinstate the policy.

You do not need to tell us about any matter that:

i) Diminishes our risk

ii) Is of common knowledge

iii) We should know as an insurer, or

iv) We tell you we do not need to know.

Everyone who is insured under this policy must comply with this duty. If you or they do not comply with this duty, we may cancel the policy or reduce the amount that we would pay if you made a claim, perhaps to zero. If fraud is involved, we may treat the policy as if it never existed and pay nothing. We shall at our discretion have the right to retain the premium paid to us and your rights to recover for past or future damage or liability is forfeit.

Cooling Off Period

Once cover has commenced you have 14 (fourteen) calendar days to decide whether this policy meets your needs. If during this time you decide you are not completely satisfied with this policy and provided you have not made a claim under this policy, you can cancel the policy by notifying us in writing. We will refund in full any premium you have paid.

Claims

In the event of any claim being made against you, or you becoming aware of any incident, circumstances or accident that may lead to a claim being made against you, which may result in a payment being made under this policy, please ensure that you read and comply in full with the section 7 (viii) – Duties In the Event of Loss or Damage, as a failure to do so may result in your ability to claim under this policy being compromised

Claims Reporting Procedures

All claims or incidents which might reasonably be expected to give rise to a claim under your insurance policy should be immediately reported to the following email address:

Darren Lewis

Email: darren@edwardwilliamclaims.com

Edward William SL

USA: 1776 North Pine Island Road, Suite 324, Plantation, Florida, 33322, USA or

Spain: Avenida Carmen Saenz de Tejada S/N, Edificio S208, Planta 2, Oficina 4ª, Las Lagunas de Mijas, Malaga, 29651, Spain

Call Us: Phone International: +34 951 250 931
Phone UK: +44 (0) 800 047 2587
Phone USA & Canada: +1 (800) 713 1270

To assist us in expediting the handling of your new claim/incident, please provide the following information when reporting a claim:

1. Named Insured: _____
2. Policy Number: _____
3. Insured Contact: _____
4. Contact Email: _____
5. Contact Phone: _____

The claims notices will be reviewed upon receipt and an assigned handler will contact the Insured Contact listed above.

Please ensure you provide an accurate phone number or email address for the Insured Contact listed above.

Complaints

It is always our intention to provide our clients with a first-class standard of service. However, if you have any cause for complaint, please refer to the Complaints Procedure appearing at the end of this policy.

Policy Definitions

The following definitions apply to this Policy (unless amended by Section Definitions)

Building/Buildings

The buildings at the Premises being, unless more specifically described, built mainly of brick, stone, concrete, or other non-combustible materials, including:

- fixed glass, fixed sanitaryware, walls, gates, and fences in, on or pertaining to the buildings
- telephone, gas, water and electric instruments, meters, piping, cabling and the like and their accessories in, on or pertaining to the building including such property in adjoining yards or roadways or underground at the Premises and extending to the public mains
- fuel tanks and their ancillary equipment, pipework, and the like at the Premises
- small outside buildings, annexes, gangways, conveniences, and other small structures at the Premises
- roads, car parks, yards, paved areas, hard-surfaced areas, pavements, and footpaths at the Premises.

Business

The business description stated in the Schedule.

Contents

Fitted carpets, furnishings and other contents in reception and storage areas and other communal parts of the buildings including.

- the contents of fuel tanks at the Premises
- portable communal property in the open grounds of and used in connection with the buildings.

Damage

Loss or destruction of or damage to Property Insured.

Excess / Deductible

The first part of each claim, for which the Insured is responsible.

Fungus

means any type or form of fungus, including mould or mildew, and any mycotoxins, spores, scents, or by-products produced or re-released by fungi.

Insured

The insured name as shown in the Schedule.

Landlord's Fixtures and Fittings

Fixtures and fittings in, or on, the Premises which belong to the landlord.

Period of Insurance

The period from the Effective Date to the Renewal Date as shown in the Schedule

Pollutants

any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

Premises The buildings at the address or addresses stated in the Schedule, including their grounds, all within the boundaries for which the Insured are responsible.

Property/Property Insured

Buildings, Contents of Common Parts, All Other Contents, Landlord's Fixtures and Fittings, Tenants' Improvements and other Property belonging to the Insured or for which the Insured is responsible, as shown and/or described in the Schedule. The Insurer agrees to accept the heading under which any Property or other item has been entered in the books of the Insured.

Schedule

The part of this Policy that details information forming part of this contract and that shows the Sections of this Policy selected.

Stock

merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

Sum Insured

Maximum amount the Insurer will pay for each item insured under any section.

Tenants' Improvements

Permanent alterations or additions made to the Building/Buildings by either the landlord or tenant which are not moveable, including interior decorations.

Total Sum Insured

The total amount the Insurer will pay under any Section.

Unoccupied

means containing contents pertaining to the occupancy of the building while operations or other customary activities are suspended.

Vacant

means containing no contents pertaining to operations or activities customary to occupancy of the building.

Section 1 – Property Damage

The Insurer will pay the insured for damage to property insured at the premises described in the schedule by any of the events operative under this Section and not otherwise excluded occurring during the period of insurance.

A) Covered Property - Covered Property, as used in this policy, means the type of property described in this section, **1A**

i) Building, meaning the building or structure described in the Declarations, including a) Completed additions.

b) Fixtures, including outdoor fixtures.

c) Permanently installed machinery and equipment

d) Personal property owned by you that is used to maintain or service the building or structure or its premises, including, fire-extinguishing equipment, outdoor furniture, floor coverings, and appliances used for refrigerating, ventilating, cooking, dishwashing, or laundering.

e) If not covered by other insurance, additions under construction, alterations and repairs to the building or structure, materials, equipment, supplies, and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

ii) Newly Acquired or Constructed Property If this policy covers buildings, this insurance will apply to your new buildings while being built on the described premises, and buildings you acquire at locations, other than the described premises, intended for similar use as the building described in the policy or use as a warehouse. The most we will pay for loss or damage under this extension is \$250,000 at each building.

iii) Your Business Personal Property located in or on the building shown on the policy schedule or in the open (or in a vehicle) within 100 feet of the described premises, consisting of the following unless otherwise specified on the policy schedule.

a) Furniture and fixtures.

b) Machinery and equipment

c) Stock

d) All other personal property owned by you and used in your business

e) Labor, materials, or services furnished or arranged by you on personal property of others

f) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations, or additions, made a part of the building or structure you occupy but do not own, and you acquired or made at your expense but cannot legally remove.

g) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under personal property of others.

iv) Personal property of others that is:

a) In your care, custody, or control

b) Located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the de-scribed premises. However, our payment for loss of or damage to personal property of others will only be to the account of the owner of the property.

B) Property Not Covered – Covered property does not include:

i) Accounts, bills, currency, food stamps or other evidence of debt, money, notes, or securities. Lottery tickets held for sale are not securities.

ii) Animals, unless owned by others and boarded by you, or if owned by you, only as stock while inside of buildings

iii) Automobiles held for sale

iv) Bridges, roadways, walks, patios, or other paved surfaces

v) Contraband, or property in the course of illegal transportation or trade

vi) The cost of excavations, grading, backfilling, or filling

vii) Foundations of buildings, structures, machinery, or boilers if their foundations are below, the lowest basement floor, or the surface of the ground, if there is no basement

viii) Land (including land on which the property is located), water, growing crops or lawns

ix) Personal property while airborne or water-borne

x) Bulkheads, pilings, piers, wharves, or docks

xi) If at the time an accident occurs that may lead to a claim under the policy you have another insurance policy in place covering the same subject matter then our liability is limited to a proportion of the insured value or limit of liability to be determined by us. If the other insurance policy contains a clause excluding or limiting indemnity (reimbursement) in the event of dual insurance our liability under this policy is still limited to the proportion of the insured value or limit of liability determined by us

xii) Retaining walls that are not part of a building

xiii) Underground pipes, flues, or drains

xiv) electronic data, except as provided under the additional coverage, electronic data. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment.

The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This paragraph, **xiv** does not apply to your stock of prepackaged software.

xv) The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings, and card index systems. Refer to the coverage extension for valuable papers and records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data

xvi) Vehicles or self-propelled machines (including aircraft or watercraft) that:

a) Are licensed for use on public roads

b) Are operated principally away from the described premises.

This paragraph does not apply to vehicles or self-propelled machines or autos you manufacture, process or warehouse, vehicles, or self-propelled machines, other than autos, you hold for sale, rowboats or canoes out of water at the described premises or trailers, but only to the extent provided for in the coverage extension for non-owned detached trailers.

xvii) The following property while outside of buildings:

a) Grain, hay, straw, or other crops

b) Fences, radio, or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs, or plants (other than stock of trees, shrubs or plants), all except as provided in the coverage extensions.

C) Covered Events: We will pay the Insured for damage to property insured at the premises described in the schedule by any of the events operative under this Section and not otherwise excluded occurring during the period of insurance.

i) Fire - excluding Damage caused

a) by explosion resulting from fire

b) by earthquake or subterranean fire

c) by its own spontaneous fermentation or heating, or its undergoing any heating process or any process involving the application of heat.

ii) Lightning

iii) Explosion, excluding damage:

a) caused by or consisting of the bursting by steam pressure of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus belonging to the Insured or under the control of the Insured, in which internal pressure is due to steam only.

b) in respect of and originating in any vessel, machinery, or apparatus, or its contents, belonging to the Insured or under the control of the Insured, which requires to be examined to comply with any statutory regulations, unless there is in force a policy of insurance or another contract providing the required inspection service.

iv) Aircraft or vehicles, meaning only physical contact of an aircraft, a spacecraft, a self-propelled missile, a vehicle, or an object thrown up by a vehicle with the described property or with the building or structure containing the described property. This cause of loss includes loss or damage by objects falling from aircraft. We will not pay for loss or damage caused by or resulting from vehicles you own, or which are operated in the course of your business.

v) Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons.

excluding:

a) Damage arising from nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority

b) Damage arising from cessation of work

c) Damage by theft or attempted theft or in respect of any building which is unoccupied directly caused by malicious persons not acting on behalf of or in connection with any political organisation, but we will pay for such damage caused by fire or explosion.

vi) Earthquake

vii) Subterranean fire.

viii) Storm, tempest, or flood, excluding

a) Damage by frost, subsidence, ground heave or landslip

b) Ice (other than hail), snow or sleet, whether driven by wind or not

c) Damage in respect of fences, gates, or moveable property in the open

d) Damage to open-fronted or open-sided Buildings or to Property contained therein.

e) Loss or damage to the interior of any building or structure, or the property inside the building or structure, caused by rain, snow, sand or dust, whether driven by wind or not, unless the building or structure first sustains wind or hail damage to its roof or walls through which the rain, snow, sand, or dust enters.

f) Any storm with wind speeds exceeding force 12 on the Beaufort Scale ((74-95mph) but excludes named or numbered tropical depressions, tropical **storms**, hurricanes, tornados, or severe flooding caused by such storms, unless agreed by us and shown on your policy schedule.

ix) Escape of water from any tank, apparatus, or pipe, excluding damage by water discharged or leaking from any automatic sprinkler installation.

x) Impact by any road vehicle or animal.

xi) Sprinkler leakage Accidental escape of water from any automatic sprinkler installation in the buildings not caused by explosion, earthquake, subterranean fire, or heat caused by fire.

If the building or structure containing the automatic sprinkler system is covered property, we will also pay the cost to:

a) Repair or replace damaged parts of the Automatic Sprinkler System if the damage, results in sprinkler leakage, is directly caused by freezing.

b) Tear out and replace any part of the building or structure to repair damage to the automatic sprinkler system that has resulted in sprinkler leakage.

Automatic sprinkler system means, any automatic fire-protective or extinguishing system, including connected, sprinklers and discharge nozzles, ducts, pipes, valves and fittings, tanks, their component parts and supports, and pumps and private fire protection mains.

When supplied from an automatic fire-protective system, non-automatic fire protective system and hydrants, standpipes, and outlets.

xii) Theft or attempted theft excluding

a) Damage expedited or in any way brought about by the Insured or any partner, director, or employee of the Insured.

b) the first US\$1500 (or equivalent currency) of each claim in respect of damage caused by a resident to the portion of the buildings in which they reside

c) Damage to garden landscaping and paving, garden furniture, trees, and plants

d) Damage to contents unless there has been forcible and violent entry to or exit from the building.

xiii) Subsidence, ground heave or landslip of any part of the premises on which the property Insured stands excluding

a) Damage caused by collapse, cracking, shrinkage, expansion or settlement of buildings or any part thereof

b) Damage caused by coastal or river erosion

c) Damage caused by defective design or workmanship or the use of defective materials including inadequate construction of foundations

d) Damage caused by settlement or movement of made-up ground

e) Damage caused by the normal settlement or bedding down of new structures

f) Damage to solid floor slabs or resulting from their movement unless the foundations beneath the external walls of the buildings are damaged at the same time and from the same cause

g) Damage to yards, car parks, roads, pavements, landlord's fixtures and fittings, security lighting and cameras, walls, gates fences, fixed fuel oil tanks and fixed diesel tanks, piping, ducting, cables, wires and associated control gears and accessories, paved areas, or footpaths unless a building insured by this section is damaged by the same cause at the same time

h) Damage which originates prior to the inception of this cover

i) Damage caused by demolition, construction, structural alteration or repair to any buildings or groundworks or excavation at the same Premises

j) Events **i, ii, vi, vii** or **ix** of this Section.

Subsidence Condition

The Insured shall notify the Insurer immediately if they become aware of any demolition, groundworks, excavation, or construction being carried out on the same or any adjoining site. The Insurer shall then have the right to vary the terms or cancel cover in respect of subsidence, ground heave or landslip.

xiv) Accidental damage, excluding

- a) Damage caused by or consisting of or arising from or attributable to any of the events or any of the exclusions to the Events specified in Events **i** to **xiii** and **xv** of this section, whether events **i** to **xiii** and **xv** are insured or not.
- b) Damage caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design or materials but this shall not exclude damage which itself results from a cause not otherwise excluded.
- c) Damage caused by or consisting of faulty or defective workmanship, operational error, or omission by the Insured or any employee of the Insured, but this shall not exclude, such damage not otherwise excluded which itself results from an insured event or subsequent Damage which itself results from a cause not otherwise excluded.
- d) acts of fraud or dishonesty by any partner, director, or employee of the Insured but this shall not exclude such damage not otherwise excluded which itself results from events **i** to **xiii** and **xv** of this section.
- e) Damage caused by or consisting of corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, or insects, change in temperature, colour, flavour, texture, or finish but this shall not exclude such damage not otherwise excluded which itself results from events **i** to **xiii** and **xv** of this Section or subsequent damage which itself results from a cause not otherwise excluded.
- f) Damage consisting of joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super-heaters, pressure vessels or any range of steam and feed piping connected to them, mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus, or equipment in which such breakdown or derangement originates but this shall not exclude such damage not otherwise excluded which itself results from events **i** to **xiii** and **xv** of this Section or subsequent Damage which itself results from a cause not otherwise excluded.
- g) Damage caused by disappearance, unexplained or inventory shortage or the misfiling or misplacing of information
- h) Damage to any building or structure caused by its own collapse or cracking, but this shall not exclude such destruction or damage resulting from other damage in so far as it is not otherwise excluded
- i) Damage in respect of fences, gates, and moveable Property in the open caused by wind, rain, hail, sleet, snow, or dust
- j) Damage resulting from property Insured undergoing any process of production, packing, treatment, testing, commissioning, service, or repair
- k) Damage in respect of jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books, property in transit, glass (other than fixed glass), sanitaryware (other than fixed sanitaryware), china, earthenware, marble or other fragile or brittle objects but this shall not exclude Damage which itself results from events **i** to **xiii** and **xv** in so far as it is not otherwise excluded and money, bonds, or securities of any description.

l) Damage to vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft, or aircraft, property or structures in course of construction or erection and materials or supplies in connection with all such Property or structures, land, roads, pavements, piers, jetties, bridges, culverts or excavations, livestock, growing crops or trees but this shall not exclude such property specifically described in the schedule

xv) Escape of Oil from any fixed heating installation excluding

a) Damage unless caused by a sudden identifiable unintended and unexpected incident which has taken place in its entirety at a specific time and place during the period of insurance

b) the value of the oil

xvi) Sinkhole Collapse meaning loss or damage caused by the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:

a) The cost of filling sinkholes; or

b) Sinking or collapse of land into man-made underground cavities.

xvii) Volcanic Action meaning direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

a) Airborne volcanic blast or airborne shock waves.

b) Ash, dust, or particulate matter.

c) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence. This cause of loss does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

xviii) Vandalism, meaning wilful and malicious damage to, or destruction of, the described property. We will not pay for loss or damage:

a) To glass (other than glass building blocks) that is part of a building, structure, or an outside sign; but we will pay for loss or damage to other property caused by or resulting from breakage of glass by vandals.

b) Caused by or resulting from theft, except for building damage caused by the breaking in or exiting of burglars.

Section 2 - Additional Coverages, If shown on your policy schedule and an additional premium has been charged and accepted then we will also cover:

i) Debris Removal Any provision within this Policy (or within any other Endorsement which forms part of this Policy) which covers debris removal is cancelled and replaced by the following:

a) In the event of direct physical damage to or destruction of property, which we agree to pay, or which but for the application of a deductible or underlying amount we would agree to pay, this Policy also insures, within the sum insured, subject to the limitations and method of calculation below, and to all the other terms and conditions of the Policy, costs or expenses, which are reasonably and necessarily incurred by the insured in the removal, from the premises of the insured at which the damage or destruction occurred, of debris which results from the damage or

destruction, and of which the Assured becomes aware and advises the amount to us within one year of the commencement of such damage or destruction.

In calculating the amount, if any, payable under this policy for loss where costs or expenses for removal of debris are incurred by the insured the maximum amount of such costs or expenses that can be included in the method of shall be the greater of US\$25,000 (twenty-five thousand dollars) or 10% (ten percent) of the amount of the Damage or Destruction from which such costs or expenses result.

The amount of such costs or expenses shall be added to the amount of the damage or destruction, and all other amounts of loss, which arise as a result of the same occurrence, and for which we also agree to pay, or which but for the application of a deductible or underlying amount we would agree to pay, the resulting sum shall be the amount to which any deductible of this policy, shall be applied.

ii) Preservation Of Property If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a covered cause of loss, we will pay for any direct physical loss or damage to that property:

- a) While it is being moved or while temporarily stored at another location.
- b) Only if the loss or damage occurs within 30 days after the property is first moved.

iii) Fire Department Service Charge When the fire department is called to save or protect covered property from a covered cause of loss, we will pay up to \$1,000, unless a higher limit is shown in the policy schedule, for your liability for fire department service charges:

- a) Assumed by contract or agreement prior to loss.
- b) Required by local ordinance. No Deductible applies to this Additional Coverage.

iv) Pollutant Clean-up and Removal We will pay your expense to extract pollutants from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the pollutants is caused by or results from a covered cause of loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 45 days of the date on which the covered cause of loss occurs. This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration, or effects of pollutants. But we will pay for testing which is performed in the course of extracting the pollutants from the land or water. The most we will pay under this Additional Coverage for each described premises is US\$10,000 (or equivalent currency) for the sum of all covered expenses arising out of covered causes of loss occurring during each separate 12-month period of this policy.

v) Electronic Data Under this additional coverage, electronic data has the meaning described under property not covered, electronic data. Subject to the provisions of this additional coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a covered cause of loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.

The covered causes of loss applicable to your business personal property apply to this additional coverage, electronic data, subject to the following:

a) If this policy is endorsed to add a covered cause of loss, the additional covered cause of loss does not apply to the coverage provided under this additional coverage, electronic data.

b) The covered causes of loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage, or destroy any part of the system or disrupt its normal operation. There is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, re-pair or replace that system.

The most we will pay under this additional coverage, is \$3,000 (or equivalent currency) for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

vi) Property Off Premises You may extend the insurance provided to apply to your covered property while it is away from the described premises, if it is:

- a) Temporarily at a location you do not own, lease, or operate
- b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term
- c) At any fair, trade show or exhibition.

This Extension does not apply to property.

- a) In or on a vehicle
- b) In the care, custody, or control of your salespersons, unless the property is in such care, custody, or control at a fair, trade show or exhibition.

The most we will pay for loss or damage under this extension is US\$10,000 (or equivalent coverage).

vii) Outdoor Property You may extend the insurance provided by this policy to apply to your outdoor fences, radio, and television antennas (including satellite dishes), trees, shrubs and plants (other than stock of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are covered causes of loss: (

- a) Fire
- b) Lightning
- c) Explosion
- d) Riot or Civil Commotion
- e) Aircraft.

The most we will pay for loss or damage under this extension is \$3,000, but not more than \$250 for any one tree, shrub, or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

viii) Non-owned Detached Trailers You may extend the insurance that applies to your business personal property to apply to loss or damage to trailers that you do not own, provided that

- a) The trailer is used in your business
- b) The trailer is in your care, custody or control at the premises described in the policy schedule
- c) You have a contractual responsibility to pay for loss or damage to the trailer.

We will not pay for any loss or damage that occurs: (

- a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion
- b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.

The most we will pay for loss or damage under this extension is US\$5,000 (or equivalent currency) unless a higher limit is shown in the policy schedule.

This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

ix) Enhanced cover for all storms, includes all storms including those with wind speeds exceeding force 12 on the Beaufort Scale ((74-95mph) and named or numbered tropical depressions, tropical storms, hurricanes, tornados, or severe flooding caused by such storms however we will not pay for loss or damage caused by windstorm to paint or waterproofing material applied to the exterior of buildings unless the building to which such loss or damage occurs also sustains other loss or damage by windstorm in the course of the same storm event. But such coverage applies only if windstorm is a covered cause of loss.

When loss or damage to exterior paint or waterproofing material is excluded, we will not include the value of paint or waterproofing material to determine:

- a) The amount of the Windstorm or Hail deductible.
- b) The value of Covered Property when applying the coinsurance condition.

x) Reduction in Policy Deductible You can take the option to decrease your policy deductible from the standard shown resulting in you being liable for a lesser amount in the event of a claim under this policy by paying an additional premium.

xi) Increase in Policy Deductible You can choose to increase your policy deductible from the standard shown resulting in you being liable for a higher amount in the event of a claim under this policy. If you opt to accept this increase, we will reduce the premium that you would pay for this policy.

xii) Business Income 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. For manufacturing risks, Net Income includes the net sales value of production.

Coverage is provided as described and limited below for one or more of the following options.

for which a Limit of Insurance is shown in the Policy Schedule:

- 1) Business Income Including "Rental Value".
- 2) Business Income Other Than "Rental Value".

3) "Rental Value".

If option **1)** above is selected, the term Business Income will include "Rental Value". If option **(3)** above is selected, the term Business Income will mean "Rental Value" only. If Limits of Insurance are shown under more than one of the above options, the provisions of this Coverage Part apply separately to each.

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property at premises which are described in the policy schedule and for which a Business Income Limit of Insurance is shown in the policy schedule. The loss or damage must be caused by or result from a covered cause of loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located. With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

- a) The portion of the building which you rent, lease, or occupy.
- b) Any area within the building or on the site at which the described premises are located if that area services, or is used to gain access to, the described premises.

Coverage for Business Income does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage – Interruption Of Computer Operations.

Coinsurance does not apply to these Extensions.

Section 3 – Exclusions

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

i) Ordinance Or Law The enforcement of any ordinance or law:

- a) Regulating the construction, use or repair of any property.
- b) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, ordinance, or law, applies whether the loss results from:

- a) An ordinance or law that is enforced even if the property has not been damaged.
- b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodelling or demolition of property, or removal of its debris, following a physical loss to that property.

ii) b. Earth Movement

- a) Earthquake, including any earth sinking, rising, or shifting related to such event
- b) Landslide, including any earth sinking, rising, or shifting related to such event
- c) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased

d) Earth sinking (other than sinkhole collapse, if sinkhole collapse is a covered cause of loss), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil, and the action of water under the ground surface. If earth movement, as described above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

e) Volcanic eruption, explosion, or effusion. But if volcanic eruption, explosion or effusion results in fire or volcanic action, we will pay for the loss or damage caused by that fire or volcanic action (if volcanic action is a covered cause of loss).

iii) Governmental Action Seizure or destruction of property by order of governmental authority. But we will pay for loss or damage 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 this policy.

iv) Nuclear Hazard

a) any claim caused by or arising because of pollution or radioactive contamination except as otherwise specifically covered in the policy.

b) From ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel including the radioactive, toxic, explosive, or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof,

c) any weapon or device employing atomic or nuclear fission or fusion or other like reaction or radioactive force or matter

d) the radioactive, toxic, explosive, or other hazardous or contaminating properties of any radioactive matter.

v) chemical, biological, chemo-biological, or electromagnetic weapon.

vii) Utility Services The failure of power, communication, water, or other utility service supplied to the described premises, however caused, if the failure:

a) Originates away from the described premises

b) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply. Loss or damage caused by a surge of power is also excluded if the surge would not have occurred but for an event causing a failure of power. If the failure or surge of power, or the failure of communication, water or other utility service, results in a covered cause of loss, we will pay for the loss or damage caused by that covered cause of loss. Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular, or satellite network.

viii) War And Military Action

a) War, including undeclared or civil war

b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents

c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or de-fending against any of these.

ix) Terrorism any claim for loss, damage, liability, injury, illness, death arising directly or indirectly out of or in any way connected with:

a) any act of terrorism arising directly or indirectly out of or in any way connected with biological, chemical, radioactive, or nuclear pollution or contamination or **explosion** or,

b) any action controlling, preventing, suppressing, retaliating against, or responding to any act referred to in this section **2ix**.

c) an act of terrorism includes but is not limited to, any act, preparation in respect of action or threat of action designed to influence a government or any political division within it for any purpose, and/or influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological, or similar purpose.

x) Water

a) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not.

b) Mudslide or mudflow.

c) Water that backs up or overflows from a sewer, drain or sump.

d) Water under the ground surface pressing on, or flowing or seeping through foundations, walls, floors or paved surfaces or basements, whether paved or not, or doors, windows, or other openings. But if Water, as described above, results in fire, explosion, or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion, or sprinkler leakage (if sprinkler leakage is a covered cause of loss).

xi) Fungus, Wet Rot, Dry Rot and Bacteria Notwithstanding any provision to the contrary within this policy or within any other endorsement, which forms a part of this policy, we do not cover:

a) Property damage; or

b) Bodily injury; or

c) Debris removal; or

d) Loss of use; or

e) Additional living expenses (ALE); or

f) Medical payments to others; or

g) Personal injury; or

h) Business interruption losses; or

i) Any increase in insured loss, damage, cost, or expense; or

j) Any loss, cost, expense, fine, or penalty which is incurred, sustained, or imposed by order, direction, instruction, or request of or by agreement with any court, governmental agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation); or

k) Any loss, damage, cost or expense in connection with or arising out of exposure to or the manifestation, release, dispersal, seepage, migration, discharge, appearance, presence or growth of mould, mildew, mycotoxins, fungi or organic pathogens. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

The term "organic pathogen" or "organic pathogens" means any organic irritant or contaminant including but not limited to the following: mould, fungus, bacteria, or virus including but not limited to their byproducts such as mycotoxins, mildew, or

biogenic aerosol. "Organic pathogen" includes but is not limited to the following fungi or mycotoxins produced by such fungi: *Aspergillus*, *Penicillium*, *Stachybotrys chartarum*, *Trichodema*, and *Fusarium Memnoniella*.

This exclusion also applies to any claim arising out of allegations of acts or omissions by or on behalf of the insured in connection with exposure to or the manifestation, release, dispersal, seepage, migration, discharge, appearance, presence or growth of mould, mildew, mycotoxins, fungi, or organic pathogens.

There shall be no obligation to defend the insured against any claim or loss excluded by this exclusion regardless of whether the allegations forming the basis of the claim or loss are groundless, false, or fraudulent.

This exclusion includes but is not limited to.

a) any cost, expense, or charge to test, monitor, cleanup, remediate, remove, contain, treat, detoxify, neutralize, rehabilitate, or in any way respond to or assess the effects of mould, mildew, mycotoxins, fungi, or organic pathogen.

b) any cost, expense, or charge in connection with the actual or alleged discharge, dispersal, seepage, migration, release, escape, exposure to, manifestation, appearance, presence, or growth of mould, mildew, mycotoxins, fungi or organic pathogens.

xii) Artificially generated electrical, magnetic, or electromagnetic energy that damages, disturbs, disrupts, or otherwise interferes with any:

a) Electrical or electronic wire, device, appliance, system, or network

b) Device, appliance, system, or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic, or electromagnetic energy includes but is not limited to:

a) Electrical current, including arcing.

b) Electrical charge produced or con-ducted by a magnetic or electromagnetic field.

(c) Pulse of electromagnetic energy

d) Electromagnetic waves or micro-waves.

But if fire results, we will pay for the loss or damage caused by that fire.

xiii) Rupture or bursting of water pipes (other than automatic sprinkler systems if sprinkler leakage is a covered cause of loss) unless caused by a covered cause of loss.

xiv) Leakage or discharge of water or steam from any part of a system or appliance containing water or steam (other than an automatic sprinkler system if sprinkler leakage is a covered cause of loss) unless the leakage or discharge occurs because the system or appliance was damaged by a covered cause of loss. We will not pay for loss or damage caused by or resulting from continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture, or vapor, that occurs over a period of 14 days or more.

xv) Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you or operated under your control. If explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion.

xvi) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in a covered cause of loss, we will pay for the loss or damage caused by that covered cause of loss.

xvii) Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

xviii) storm named or numbered tropical depressions, tropical storms, hurricanes, tornados, or severe flooding in existence or forecast at the time the policy is incepted or at any time during the period of the policy. Includes those named and/or numbered storms and for winds over Force 12 on the Beaufort Scale (over 96mph) and severe flooding unless additional cover has been purchased and is shown on your policy schedule.

xix) malicious damage caused by any person/s named in the schedule or their immediate families.

xx) emotional, psychological, or sentimental loss which occurs due to the loss or damage sustained to your property or any property covered in this policy.

xxi) false or fraudulent representation by you or any person acting with your express or implied consent. Under these circumstances we may refuse payment of any claim and/or cancel the policy.

xxii) malicious or criminal act (including theft, conversion, or misappropriation) caused by or involving you or any person who is acting with your express or implied consent.

xxii) lack of reasonable care, protection and/or security of your property or any property covered by this policy or other insured property.

xxiii) indirect losses unless specifically covered elsewhere in this policy.

xxiv) punitive or exemplary charges or any costs resulting from any criminal proceedings.

xxv) negligence of you or any representative in charge of the property by order and with the knowledge of you.

xxvi) Asbestos We will not cover property damage, remediation costs or liability of whatsoever nature directly or indirectly caused or contributed to or occurring by the presence of asbestos, asbestos containing materials or asbestos dust or the release of asbestos dust or the exposure of persons, buildings or property to asbestos, asbestos containing materials or asbestos dust.

xxvii) Communicable Disease 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.

xxviii) Seepage & Pollution, Land, Air, Water Exclusion Notwithstanding any provision to the contrary within the Policy of which this exclusion form's part (or within any other endorsement which forms part of this Policy), this Policy does not insure land (including but not limited to land on which the insured property is located), water or air, howsoever and wherever occurring, or any interest or right therein.

Notwithstanding any provision to the contrary within the Policy of which this exclusion form's part (or within any other Endorsement which forms part of this Policy), this Policy does not insure:

- a) any loss, damage, cost, or expense, or
- b) any increase in insured loss, damage, cost, or expense, or
- c) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation), which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof. Unless **Pollutant Clean-up and Removal** has been purchased and is shown on your policy schedule, in which case refer to Section 1Div of this policy.

The term any kind of seepage or any kind of pollution and/or contamination as used in this exclusion includes (but is not limited to):

(a) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a "hazardous substance" or as a "hazardous material", or defined as a "toxic substance" by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and

(b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

xxix) Debris Removal this endorsement contains provisions which may limit or prevent recovery under this policy for loss where costs or expenses for debris removal are incurred. Nothing contained in this exclusion shall override any seepage and/or pollution and/or contamination exclusion or any radioactive contamination exclusion or any other exclusion applicable to this policy. This exclusion applies unless the additional cover of **Debris Removal** has been purchased and is shown on your policy schedule, in which case refer to Section 1Di of this policy.

xxx) Electronic Data Exclusion Notwithstanding any provision to the contrary within the policy or any endorsement thereto, it is understood and agreed that this Policy does not insure loss, damage, destruction, distortion, erasure, corruption, or alteration of electronic data from any cause whatsoever (including but not limited to computer virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. Electronic data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through

a computer system or network of whatsoever nature. Computer virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

xxxii) Property Cyber and Data Notwithstanding any provision to the contrary within this policy or any endorsement thereto this policy excludes:

a) any cyber loss.

b) 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.

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

d) 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.

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.

Cyber Incident means, 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 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.

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.

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.

xxxiii) Business Income 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.

For manufacturing risks, Net Income includes the net sales value of production.

Coverage is provided as described and limited below for one or more of the following options for which a Limit of Insurance is shown in the policy schedule:

1) Business Income Including "Rental Value".

2) Business Income Other Than "Rental Value".

3) "Rental Value".

xxxiii) Dishonest or criminal act by you, any of your partners, members, officers, managers, employees (including leased employees), directors, trustees, authorized representatives, or anyone to whom you entrust the property for any purpose:

- 1) Acting alone or in collusion with others.
- 2) Whether or not occurring during the hours of employment.

xxxiv) Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device, or false pretence.

xxxv) Rain, snow, ice, or sleet to personal property in the open.

xxxvi) Collapse, including any of the following conditions of property or any part of the property:

- 1) An abrupt falling down or caving in.
- 2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in.
- 3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (1) or (2) above.

But if collapse results in a covered cause of loss at the described premises, we will pay for the loss or damage caused by that covered cause of loss.

xxxvii) Faulty, inadequate, or defective, Planning, zoning, development, surveying, siting, design, specifications, workmanship, repair, construction, renovation, remodelling, grading, compaction, faulty materials used in repair, construction, renovation or remodelling, or maintenance of part or all of any property on or off the described premises.

xxxviii) Contractual Liability We will not defend any claim or "suit" or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

- 1) Your assumption of liability was executed prior to the accident.
- 2) The building is Covered Property under this policy.

xxxix)

Section 4 - Protective Safeguards

This Information required to complete this policy will be shown in the policy schedule as required.

In consideration of the premium at which this policy is written, based on the protection of the premises by the protective safeguard system(s) listed in the policy schedule (the "Systems"), it is a condition of this policy that such System(s) be maintained in complete working order, including periodic inspection, testing, special maintenance, or service requirements indicated below and as required by the Systems' manufacturer and any applicable regulations and safety standards.

We will not pay for any loss or damage if, prior to the loss or damage, you knew, or reasonably ought to have known, of any suspension or impairment in any protective

safeguard listed in the policy schedule as a requirement and failed to notify us of that fact or failed to maintain any protective safeguard listed in the policy schedule, and over which you had control, in complete working order.

a) Automatic Sprinkler System.

In further consideration of the premium at which this policy is written, it is a condition of this policy that the insured shall have the automatic sprinkler system annually serviced, inspected, tested, and approved by an independent contractor licensed to test, service, maintain and approve automatic sprinkler systems in the state in which the premises are located.

b) Automatic Fire Alarm, reporting to a public or private fire alarm station.

In further consideration of the premium at which this policy is written, the following conditions apply:

i) the alarm must be fitted with a battery powered cellular backup system to function in the event the telephone lines are disrupted/damaged and/or the electrical power is interrupted.

ii) the monitoring service keep and make available at our request records of when the system is activated and deactivated.

c) Central Station Burglar Alarm, (Certified UL or CE).

In further consideration of the premium at which this policy is written, the following conditions apply:

i) the alarm must be UL or CE certified

ii) the alarm must cover all openings in the insured's premises, with motion detectors covering all Business Personal Property covered for burglary.

iii) the alarm must be activated and operational during all non-working hours and/or whenever the insured's premises are unoccupied.

iv) the alarm must be annually serviced, inspected, and tested to comply with the manufacturer's guidance and applicable safety standards.

(v) the alarm must be fitted with a battery powered cellular backup system to function in the event the telephone lines are disrupted/damaged and/or the electrical power is interrupted.

(vi) the monitoring service keep and make available at our request records of when the system is activated and deactivated.

(vii) there is an Action Plan in place that requires that when an alarm is noted the police shall be called immediately.

d) Smoke Detectors: Battery or Hard-Wired as stated on your policy Schedule.

e) Automatic Extinguishing System and Hood and Duct Cleaning (Certified UL or CE)

In further consideration of the premium at which this policy is written, the following conditions apply:

i) all ranges, deep-fat fryers, broilers, and other cooking appliances, including their hoods, are protected by a UL or CE certified automatic fire extinguishing system, and insofar as such protective equipment is under the control of the insured, due diligence shall be used to maintain such system in complete working order.

- ii) no less than twice a year all automatic extinguishing systems and hoods and duct work shall be cleaned, inspected, and tested by an independent contractor licensed to service, test and maintain such systems in the state in which the premises are located
- iii) all hoods and ducts are equipped with grease filters approved by the manufacturer, which shall be routinely cleaned.
- f) Professional on Premises Guard Service: 24 Hour or Overnight as stated in the policy schedule
- g) Spray Paint Booth (Certified UL or CE).
- h) Activated and operational Dust Abatement or Collection System.
- i) Any other Protective System described in the policy schedule.

Section 5 – Limits of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable limit of Insurance shown in the policy schedule.

The most we will pay for loss or damage to out-door signs, whether or not the sign is attached to a building, is \$2,00 per sign in any one occurrence.

The amounts of insurance stated in the following additional coverages apply in accordance with the terms of such coverages and are separate from the limit(s) of insurance shown in the policy schedule for any other coverage:

- a) Fire Department Service Charge
- b) Pollutant Clean-up and Removal
- c) Electronic Data.

Payments under the preservation of property additional coverage will not increase the applicable limit of insurance.

Section 6 – Deductible.

In any one occurrence of loss or damage, we will first reduce the amount of loss if required by the coinsurance condition. If the adjusted amount of loss is less than or equal to the deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the deductible, we will then subtract the deductible from the adjusted amount of loss and will pay the resulting amount or the limit of insurance, whichever is less.

When the occurrence involves loss to more than one item of covered property and separate limits of insurance apply, the losses will not be combined in determining application of the deductible. But the deductible will be applied only once per occurrence.

EXAMPLE

Deductible:	\$ 250
Limit of Insurance – Building 1:	\$60,000
Limit of Insurance – Building 2:	\$80,000
Loss to Building 1:	\$60,100
Loss to Building 2:	\$90,000

The amount of loss to Building 1 (\$60,100) is less than the sum (\$60,250) of the Limit of Insurance applicable to Building 1 plus the Deductible. The Deductible will be subtracted from the amount of loss in calculating the loss payable for Building 1:

\$60,100

–

250

\$59,850 Loss Payable – Building 1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Building 2. Loss payable for Building 2 is the Limit of Insurance of \$80,000.

Total amount of loss payable: \$59,850 + \$80,000 = \$139,850

TOTAL LOSS It is understood and agreed that in the event of a total loss or constructive total loss under this policy, the entire policy premium shall be earned in full and no return premium shall be due the named insured.

All other terms and conditions of this policy remain unchanged.

Section 7 – Coinsurance

If a Coinsurance percentage is shown in the policy schedule, the following condition applies.

We will not pay the full amount of any loss if the value of covered property at the time of loss times the coinsurance percentage shown for it in the policy schedule is greater than the limit of insurance for the property. Instead, we will determine the most we will pay using the following steps:

i) Multiply the value of covered property at the time of loss by the coinsurance percentage

ii) Divide the Limit of Insurance of the property by the figure determined in Step **i**

iii) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step **ii**

iv) Subtract the deductible from the figure determined in Step **iii**.

We will pay the amount determined in Step **iv** or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

EXAMPLE 1 (UNDERINSURANCE)

When:

The value of the property is: \$250,000

The Coinsurance percentage for it is: 80%

The Limit of Insurance for it is: \$100,000

The Deductible is: \$ 250

The amount of loss is: \$ 40,000

Step (1): $\$250,000 \times 80\% = \$200,000$ (The minimum amount of insurance to meet your coinsurance requirements)

Step (2): $\$100,000 \div \$200,000 = .50$

Step (3): $\$40,000 \times .50 = \$20,000$

Step (4): $\$20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

EXAMPLE 2 (ADEQUATE INSURANCE)

When:

The value of the property is: \$250,000

The Coinsurance percentage for it is: 80%

The Limit of Insurance for it is: \$200,000

The Deductible is: \$ 250

The amount of loss is: \$ 40,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ($\$250,000 \times 80\%$). Therefore, the Limit of Insurance in this example is adequate and no penalty applies.

We will pay no more than \$39,750 (\$40,000 amount of loss minus the deductible of \$250).

Section 8 – Cancellation

a) The first named insured shown in the policy schedule may cancel this policy by mailing (including electronic mail) or delivering to us advance written notice of cancellation.

b) We may cancel this policy by mailing (including electronic mail) or delivering to the first named insured written notice of cancellation at least 5 days before the effective date of cancellation.

c) We will mail (including electronic mail) or deliver our notice to the first named insured's last mailing address (or electronic mail address) known to us.

d) Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

e) 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.

f) If notice is mailed (including electronic mail), proof of mailing will be sufficient proof of notice.

Section 9 - Policy Conditions

i) Changes This policy contains all the agreements between you and us concerning the insurance afforded. The first named insured shown in the policy schedule 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.

ii) 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.

iii) Inspections And Surveys

a) We have the right to make inspections and surveys at any time, give you reports on the conditions we find and recommend changes.

b). 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 are safe or healthful, or comply with laws, regulations, codes, or standards.

c) Paragraphs a. and b. 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.

d) Paragraph b. 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.

iv) Premiums The first named insured shown in the Declarations:

a) Is responsible for the payment of all premiums.

b. Will be the payee for any return premiums we pay.

v) 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.

vi) Abandonment There can be no abandonment of any property to us.

vii) Appraisal If we and you disagree on the values 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:

a) Pay its chosen appraiser

b) 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.

viii) Duties In the Event of Loss or Damage Failure to comply in full of the following Claims Conditions and Procedures may invalidate your policy or result in a claim being declined or a reduction in the settlement.

a) You must notify the police as soon as reasonably possible of any theft, attempted theft, malicious damage, or any other crime involving an item insured under this policy whether owned or leased by you or under your care custody and control. A crime reference number must be obtained from the police and supplied to us.

b) Give us prompt notice within 21 days of the loss or damage. Include a description of the property involved.

c) As soon as possible, (but within 21 days) give us a description of how, when and where the loss or damage 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 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.

e) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values, and amount of loss claimed.

f) 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.

g) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 21 days after our request. We will supply you with the necessary forms.

h) Assist us and anyone else we appoint, such as assessors, surveyors or solicitors with the investigation and handling of your claim. This includes but is not limited to full details of the loss and any written statements and documents that we may consider relevant to the claim. Failure to assist with the processing of your claim may result in the claim being delayed or declined.

i) 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.

j) Ensure that your premium is paid in full prior to us initiating the claims process.

k) Be able to prove your loss. Please ensure you keep all documentation relevant to the property insured under this policy in a safe place, any service records relevant to property insured under this policy in a safe place, evidence to support the amount of any accidental loss or damage.

l) Not admit fault, guilt, or liability, negotiate, or make any offer of settlement or payment, authorise repairs or replacements or defend any claim without our approval. Failure to comply with these requirements may result in your claim being refused.

- m) You must allow us at our option to conduct in your name the defense or settlement of any claim and to allow us full authority to recover compensation, or relief from, or issue proceedings against any third party in your name.
- n) We will decide how and where any damaged items will be repaired.
- o) We will have the right to enter or have our authorised representative enter any location where an incident, circumstance or accident which may result in a claim under this policy has occurred to investigate, mitigate or repair including to take possession of any item insured by us for the purposes of investigation, mitigation, or repair and to arrange the salvage of any damaged item insured by us.
- p) We have the right to decline any claim where you make any statement or provide any information that you know to be false or if you fail to disclose any material information in respect of that claim.
- q) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.
- r) The amount of Business Income loss should this be covered and shown on your policy schedule will be determined based on:
 - 1) The Net Income of the business before the direct physical loss or damage occurred.
 - 2) The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favourable business conditions caused by the impact of the covered cause of loss on customers or on other businesses.
 - 3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage.
 - 4) Other relevant sources of information, including:
 - a) Your financial records and accounting procedures.
 - b) Bills, invoices, and other vouchers.
 - c) Deeds, liens, or contracts.

The most we will pay for the total of Business Income loss is the lesser of:

- 1) The amount of loss sustained, and expenses incurred during the 120 days immediately following the beginning of the "period of restoration"; or
- 2) The Limit of Insurance shown in the Declarations.

The Additional Condition, Coinsurance, does not apply to this at the described premises to which this Optional Coverage applies.

The most we will pay for loss of Business Income in each period of 30 consecutive days after the beginning of the "period of restoration" is:

- 1) The Limit of Insurance, multiplied by
- 2) The fraction shown in the Declarations for this Optional Coverage.

EXAMPLE

When: The Limit of Insurance is: \$ 120,000

The fraction shown in the policy for this Optional Coverage is: 1/4

The most we will pay for loss in each period of 30 consecutive days is: \$ 30,000
($\$120,000 \times 1/4 = \$30,000$)

If, in this example, the actual amount of loss is:

Days 1–30:	\$ 40,000
Days 31–60:	\$ 20,000
Days 61–90:	<u>\$ 30,000</u>
	\$ 90,000

We will pay:

Days 1–30:	\$ 30,000
Days 31–60:	\$ 20,000
Days 61–90:	<u>\$ 30,000</u>
	\$ 80,000

The remaining \$10,000 is not covered.

ix) Insurance Under Two Or More Coverage's 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.

x) Loss Payment

a) In the event of loss or damage covered by this policy, at our option we will either pay the value of lost or damaged property, pay the cost of repairing or replacing the lost or damaged property, subject to b. below, take all or any part of the property at an agreed or appraised value, repair, rebuild or replace the property with other property of like kind and quality, subject to b. below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the valuation condition in this policy or any applicable provision which amends or supersedes the valuation condition.

b) The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

c) We will give notice of our intentions within 45 days after we receive the sworn proof of loss.

d) We will not pay you more than your financial interest in the covered property.

e. 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 claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

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

g) We will pay for covered loss or damage within 45 days after we receive the sworn proof of loss if you have complied with all of the terms of this Coverage Part and we have reached agreement with you on the amount of loss an appraisal award has been made.

h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including limits of insurance, the valuation and coinsurance conditions and all other provisions of this loss payment condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the transfer of rights of recovery against others to us condition in this policy.

xi) Other Insurance

a. You may have other insurance subject to the same plan, terms, conditions, and provisions as the insurance under this policy. 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 policy bears to the limits of insurance of all covering on the same basis.

b) If there is other insurance covering the same loss or damage, other than that described in a. above, we will pay only for covered loss or damage more than 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.

xii) 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.

xiii) Vacancy

a) Description of terms

a1) As used in this Vacancy Condition, the term building has the meanings set forth in (a1.12) and (a1.2) below:

a1.1) When this policy is issued to a tenant, and with respect to that tenant's interest in covered property, building means the unit or suite rented or leased to the tenant.

a1.2) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant or unoccupied when 70% or more of its total square footage is vacant or unoccupied.

A2) Buildings under construction or renovation are not considered vacant or unoccupied.

b) **Vacancy provisions** we will not pay for any loss or damage if the building where loss or damage occurs has been vacant or unoccupied for more than:

b1) 30 consecutive days before that loss or damage if caused by vandalism (if it is a covered cause of loss

b1.1) 60 consecutive days before that loss or damage if caused by any other covered cause of loss, whether such vacancy or unoccupancy begins before the inception of this policy. But we will pay if the building is unoccupied due to circumstances that are usual or incidental to the described occupancy. This condition does not apply if the vacancy permit endorsement is attached.

xiv) Valuation We will determine the value of covered property in the event of loss or damage as follows:

a) At actual cash value as of the time of loss or damage, except as provided in b, c, and d. below.

b). Stock you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.

c) Glass at the cost of replacement with safety glazing material if required by law.

d) Tenants' improvements and betterments at:

d1) Actual cash value of the lost or damaged property if you make repairs promptly.

d2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:

d2.1) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease.

d2.2) Divide the amount determined in (d2.1) above by the number of days from the installation of improvements to the expiration of the lease. If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure. (3) Nothing if others pay for repairs or re-placement.

d3) Nothing if others pay for repairs or replacement.

xv) Concealment, Misrepresentation or Fraud This policy is void in any case of fraud by you as it relates to this coverage at any time. It is also void if you or any other insured, at any time, intentionally conceals or misrepresents a material fact concerning:

a) This policy.

b) The covered property.

c) Your interest in the covered property.

d) A claim under this policy.

xvi) 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 policy at any one or more locations will not affect coverage at any location where, at the time of loss, the breach of condition does not exist.

xvii) Knowledge Or Control We will not pay for loss or damage while the chance of loss or damage is increased by any means within your knowledge or control.

xviii) Legal Action Against Us No one may bring a legal action against us under this policy unless:

a) There has been full compliance with all the terms of this policy

b) The action is brought within two years after the date on which the direct physical loss or damage occurred.

xix) Liberalization If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

xx) Mortgage holders

- a) The term mortgage holder includes trustee.
- b) We will pay for covered loss of or damage to buildings or structures to each mortgage holder shown in the policy schedule in their order of precedence, as interests may appear.
- c) The mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on the building or structure.
- d) If we deny your claim because of your acts or because you have failed to comply with the terms of this policy, the mortgage holder will still have the right to receive loss payment if the mortgage holder pays any premium due under this policy at our request if you have failed to do so, submits a signed, sworn proof of loss within 45 days after receiving notice from us of your failure to do so, has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgage holder.

All the terms of this policy will then apply directly to the mortgage holder.

- e) If we pay the mortgage holder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this policy the mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay, and the mortgage holder's right to recover the full amount of the mortgage holder's claim will not be impaired.

At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us, and you will pay your remaining mortgage debt to us.

- f) If we cancel this policy, we will give written notice to the mortgage holder at least 10 days before the effective date of cancellation.
- g) If we elect not to renew this policy, we will give written notice to the mortgage holder at least 10 days before the expiration date of this policy.

xxi) No Benefit to Bailee No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

xxii) Policy Period, Coverage Territory Under this policy:

- a) We cover loss or damage commencing During the policy period shown in the policy schedule and within the coverage territory.
- b) The coverage territory is the territory in which the premises described in the policy schedule is located.

xxiii) Transfer of Rights of Recovery Against Others to us If any person or organization to or for whom we make payment under this policy 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. You may waive your rights against another party in writing:

- a) Prior to a loss to your covered property.
- b) After a loss to your covered property only if, at time of loss, that party is one of the following:
 - b1) Someone insured by this insurance.
 - b2) A business firm:
 - b2.1) Owned or controlled by you.

b2.2) That owns or controls you.

b3) Your tenant. This will not restrict your insurance.

xxiv) Signature Required. This policy shall not be valid unless signed by the correspondent on the attached declaration page.

xxv) Correspondent Not Insurer. The Correspondent is not an Insurer under this policy, and neither is nor shall be liable for any loss or claim whatsoever. The Insurers underwriting this policy are ION Insurance Group

xxvi) Cancellation. If this schedule provides for cancellation and is cancelled after the

inception date, earned premium must be paid for the time the insurance has been in force.

xxvii) Service of Suit. It is agreed that in the event of the failure of insurers to pay any amount claimed to be due under this policy, underwriters, at the request of the insured, will submit to the jurisdiction of a court of competent jurisdiction within the domicile of the insurer. Nothing in this Clause constitutes or should be understood to constitute a waiver of insurers rights to commence an action in any court of competent jurisdiction within the domicile of the insurer, 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 firm or person named in item 6 of the attached policy schedule and that in any suit instituted against any one of them upon this contract, insurers 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 request of the insured to give a written undertaking to the insured that they will enter a general appearance upon insurers 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 therefore, insurers 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 mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.

xxviii) Assignment. This policy shall not be assigned either in whole or in part without the written consent of the correspondent shown on the policy Schedule.

xxix) Attached Conditions Incorporated. This policy 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.

xxx) 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 when 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 (9 Mnths)	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 Mnths)	35	176 - 178	59	283 - 287	83
13 - 14	12	92 - 94	36	179 - 182 (6 Mnths)	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 Mnths)	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 Mnth)	19	117 - 120	43	210 - 214 (7 Mnths)	67	320 - 323	91
33 - 36	20	121 - 124 (4 Mnths)	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 Mnths)	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 Mnths)	74	352 - 355	98
59 - 62 (2 Mnths)	27	147 - 149	51	247 - 250	75	356 - 360	99
63 - 65	28	150 - 153 (5 Mnths)	52	251 - 255	76	361 - 365 (12 Mnths)	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 insurance written for a term of one year.

B. If insurance 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 based on 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.

xxxi) Minimum Earned Premium The minimum earned premium for this policy is 25% of the net premium. (Net premium being the premium after deduction of commissions and taxes.

xxxii) Sanction Limitation and Exclusion 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.

Section 10 - Privacy Statement

To consider your request for insurance cover or administer subsequent dealings in respect of your policy we must process your personal data and where appropriate your 'sensitive' personal data and in doing this we will comply with the provisions of any applicable domicile data protection act. We may check and/or pass some or all the personal information we obtain in connection with your policy or claim to our appointed service providers to administer the policy or for underwriting and claims handling purposes. We may also pass some or all the personal information to regulatory or other organisations, so that we can comply with our obligations, and we may also pass on some or all the personal information to databases and fraud prevention agencies.

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 creditworthiness or credit history

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 us. We can provide a more detailed statement of our privacy practices upon request.

Section 11 Law and Jurisdiction

The law and jurisdiction applicable to your policy is stated in your policy schedule. We may agree to change this at your request, but you must obtain our written agreement to such a request. Your policy shall be governed by and construed in accordance with said law and jurisdiction, and the courts of said jurisdiction shall have exclusive authority to settle any dispute or claim arising out of or in connection with your policy, or its subject matter or formation (including non-contractual disputes or claims) unless specifically agreed to the contrary.

Section 12 - Complaints Procedure

When we cannot help

Please do not ask for help from a solicitor or legal representative. If you do, we will not pay the costs involved even if we do accept the claim.

We take pride in the service provided to you, however if you are unhappy with any aspect of the handling of your insurance, please contact the Complaints representative dealing with complaints for your broker (if you have one) or the Riversea S.L. customer service team using the contact information on Page 3. If for any reason they are unable to resolve your complaint immediately it will be referred to the underwriting insurer's complaints department and subsequently if you are still not satisfied, you can refer your claim to the local ombudsman. Full details will be provided at each stage of the process.

Policy Underwritten 100% by:



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+506.2201.4801

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