

Insured's Name: Howell Park Condominium Association, Inc. Policy #: RAB0002213-00

Policy Dates: From: 3/9/2026 To: 3/9/2027

Surplus Lines Agent's Name: Susan Flemming

Surplus Lines Agent's Physical Address: 1227 South Patrick Drive Suite 101, Satellite Beach, FL 32937

Surplus Lines Agent's License #: A085932

Producing Agent's Name: Michelle Bernier

Producing Agent's Physical Address: 3939 Tampa Road Suite 1 Oldsmar FL, 34677

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

**SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.**

Policy Premium: \$3,000

SL Agent Policy Fee: \$950

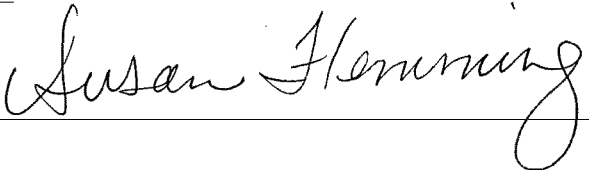
Inspection Fee: \$250

Other Policy Fees: \$200

Tax: \$217.36

FLSO Service Fee: \$2.64

EMPA Surcharge: \_\_\_\_\_

Surplus Lines Agent's Countersignature: 

**THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.**

**THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.**

## **FLORIDA NOTICES**

### **FLORIDA SURPLUS LINES NOTICE (GUARANTY ACT)**

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

### **FLORIDA SURPLUS LINES NOTICE (RATES AND FORMS)**

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

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**Fortegra Specialty Insurance Company  
A Stock Company  
10751 Deerwood Park Blvd, Suite 200  
Jacksonville, FL 32256  
Toll Free: 800-888-2738**

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**This Declaration Page is attached to and forms part of the Policy.**

**POLICY NUMBER: RAB0002213-00**

**ASSAULT AND BATTERY LIABILITY INSURANCE POLICY  
(DEFENSE COST IS WITHIN THE LIMITS OF LIABILITY)**

**1. NAMED INSURED:**

- (a) Named Insured: Howell Park Condominium Association, Inc.
- (b) Named Insured Mailing Address: c/o Ameri-Tech, 24701 US Hwy 19 N, Ste #102 ,  
Clearwater, FL 33763

**2. POLICY PERIOD:**

From: 03/09/2026 to 03/09/2027 both days at 12:01 A.M. Local Standard Time at the Named Insured's mailing address shown in Item 1(b).

**3. CLASSIFICATION(S) / OPERATION(S):**

62003 - Condominiums - residential - (association risk only)

**4. DESIGNATED PREMISES LOCATION(S):**

Location: 0001 - 2401 S Ardson Place, Tampa, FL 33629

**5. LIMIT OF LIABILITY:**

- (a) Per Person, Per Occurrence \$100,000
- (b) Aggregate Limit of Liability Per Policy Period \$100,000

**6. PREMIUM FOR THIS POLICY:**

\$3,000.00 - Annual Minimum & Deposit (100% Fully Earned Premium at Inception)  
\$217.36 - Surplus Line Tax  
\$200.00 - Policy Fee  
\$250.00 - Inspection Fee  
\$950.00 - Broker Fee  
\$2.64 - Stamping Fee  
**\$4,620.00 - GRAND TOTAL**

**7. ENDORSEMENT ATTACHING TO THIS POLICY:**

Declaration Page AB090 DEC 2 22, Policy Form AB09092019DI, and all its attachments are hereby attached and made a part of this policy (hereinafter the "Policy" or "policy").

Form Numbers of Endorsements attached at policy issuance:

AB090 DEC 2 22, AB09092019DI, AB09092019DESIG, AB09092019INSP, AB09092019PA, AB09092019PD, AB09092019POLL, AB092019PRIOR-LIT, AB09092019RCCM, FFIC-BIND-01 (01/2021), FSIC FL SOS 10 20, PRIV (FIC) 0100, AB09092019NUC, ANIMALXC2022, IL 09 99 12 20, IL P 001 01 04, AB09092019ME

**8. NOTIFICATION OF CLAIM TO:**

Specialty Claims Management  
c/o Lyndon Southern Insurance Company  
PO Box 45153  
Jacksonville, FL 32232-5153  
Phone: 800-888-2738 ext. 8303 Fax: 904-350-1599  
[specialtyclaims@fortegra.com](mailto:specialtyclaims@fortegra.com)

Dated: 03-09-2026

Rushmore Underwriting Managers, LLC



By: \_\_\_\_\_  
Authorized Representative

# ASSAULT AND BATTERY LIABILITY INSURANCE COVERAGE FORM

**READ THIS POLICY CAREFULLY TO DETERMINE THE EXTENT OF COVERAGE.  
IMPORTANT: THIS IS AN OCCURRENCE POLICY WHICH INCLUDES COSTS OF DEFENSE  
WITHIN THE LIMIT OF LIABILITY.**

**NOTICE: This Coverage is provided on an Occurrence Basis.** Except to such extent as may otherwise be provided herein, the coverage afforded under this insurance policy is limited to liability only those covered **Claims** that are first made against an Insured for Assault and Battery that occurs during our policy period and reported to **us** in accordance with terms set forth in this policy. **LIMIT OF LIABILITY** shall be reduced and may be completely exhausted by payment of **Defense Costs**. Please review the coverage afforded under this insurance policy carefully and discuss the coverage hereunder with **your** insurance agent or broker.

The consideration for our issuing the policy is the payment of Premium; in issuing the policy, **we** have relied upon all statements made to **us** in the Application and any attachments and all other information provided to **us**. The Application and attachments are incorporated herein and form a part of this policy.

Throughout this policy the words “**you**” and “**your**” refer to the Named Insured shown in the Declarations. Under this policy the words “**we**”, “**us**” and “**our**” refer to the insurance carrier providing this insurance. The word “Insured” means any person or organization qualifying as such under **WHO IS INSURED**.

## SECTION I - COVERAGES

### 1. COVERAGE: WHAT IS COVERED

- a. **We** will pay **Loss** amounts that an Insured is legally obligated to pay on account of a **Claim** that occurs during our policy period and because of an **Insured Event** to which this policy applies. However, the amount **we** will pay is limited as described in the **LIMIT OF LIABILITY** sections of this policy.
- b. This policy applies only if:
  - (1) A **Claim** is made against an Insured in accordance with **WHEN COVERAGE IS PROVIDED**;
  - (2) The Claim is reported in accordance with **WHEN COVERAGE IS PROVIDED** and **CONDITIONS** section VII. 1. Duties in the event of a Claim;
  - (3) A Claim is made against an Insured in accordance with **WHERE COVERAGE IS PROVIDED**;
- c. **Defense**. **We** have the right and duty to defend any Claim for an Insured Event made or brought against any Insured to which this policy applies. Our duty to defend any Claim ends when the **LIMIT OF LIABILITY** that applies has been exhausted and, in such event, the Named Insured shall, upon notice from us, promptly take over control of the defense. **We** have the right to investigate and to settle any Claim for an Insured Event in the manner and to the extent that we believe is proper.

You may take over control of any outstanding Claim previously reported to us only if we both agree that you should, if required under law, or if a court orders you to do so.

**You** must take over control of any outstanding **Claim** if **your LIMIT OF LIABILITY** is exhausted. **We** will notify **you** of all outstanding **Claims** so that **you** can take control of their defense. **We** will help to transfer control to **you**. During the transfer of control, **we** agree to take whatever steps are necessary to continue the defense of any outstanding **Claim** and avoid a default judgment during the transfer of control to **you**. If **we** do so, **you** agree to pay reasonable expenses that **we** incur for taking such steps after the **LIMIT OF LIABILITY** is exhausted.

- d. **Duty to pay**. **We** have the duty to pay any **Loss** that results from any **Claim** for an **Insured Event** made or brought against any Insured to which this policy applies. Our duty to pay ends when the applicable **LIMIT OF LIABILITY** has been exhausted. **We** will not pay more than the applicable **LIMIT OF LIABILITY**.

**We** have the duty to pay **Defense Costs** incurred (after you **pay** the applicable Self-Insured Retention amount, if any) for the defense of any **Claim** that is controlled by **us**. Any payment of **Defense Costs** is included within the **LIMIT OF LIABILITY**; it is not in addition to the **LIMIT OF LIABILITY**

- e. **Right to settle.** We reserve the right to settle any **Claim**. As respects to any **Claim** for which **we** recommend that a settlement offer be accepted but **you** do not give **your** consent to such settlement, and the **Claim** later results in a judgment or settlement in excess of the recommended settlement, our liability for **Loss** on account of such **Claim** shall not exceed the recommended settlement amount plus **Defense Costs** incurred as of the date **we** recommended the settlement (after **you** pay the applicable Self-Insured Retention). This provision shall not apply unless the total **Loss**, including the recommended settlement, would exceed the applicable Self-Insured Retention amount.

## SECTION II - DEFINITIONS

### 1. **Assault and Battery means alleged damages due to "bodily injury", "arising out of":**

- a. Assault, sexual assault, intimidation, sexual harassment, and any threatened harmful or offensive contact between two or more persons;
- b. Battery, sexual abuse, sexual battery, sexual molestation, and any actual harmful or offensive contact between two or more persons, whether or not caused or committed by or at the instructions of, or at the direction of or negligence of **you**, any insured, any person, or any causes whatsoever;
- c. The failure to suppress or prevent **Assault and Battery** by **you**, any insured, or any person;
- d. The failure to provide an environment safe from **Assault and Battery**, including but not limited to the failure to provide adequate security;
- e. The negligent employment, investigation, hiring, supervision, training, or retention of any person;
- f. The use of any force to protect persons or property whether or not the "bodily injury" was
- g. intended from the standpoint of the insured or committed by or at the direction of any insured.

### 2. **Claim** means an oral or written complaint or demand against our Insured for **Assault and Battery**.

### 3. **Defense Costs** means those reasonable and necessary expenses that result from the investigation, settlement of defense of a specific **Claim** including attorney fees and expenses and the cost of legal proceedings. **We** have no obligation to furnish any bonds.

The following are not **Defense Costs**: costs incurred by any Insured before notice is provided to **us**; salaries and expenses of **Your** employees,

including in-house and/or coverage attorneys; salaries and expenses of our employees; or our in-house or coverage attorneys or the fees and expenses of independent adjusters **we** hire.

### 4. **Employee** means an individual whose labor or service is engaged by and directed by the Named Insured. This includes part time, seasonal and temporary **Employees** as well as any individual employed in a supervisory or managerial position. Independent contractors and subcontractors are not **Employees**. **Employees** who are leased to another employer are not **Employees**.

### 5. **Insured Event** means any actual or alleged acts of **Assault and Battery** subject to the terms and conditions of this policy.

### 6. **Laundry List Notification** means any attempt by an Insured to report multiple matters or potential claimants under this policy in a summary fashion that does not comply with **CONDITIONS** section VII. 1.(a)(b)(c)

### 7. **Loss** means damages, judgements (including prejudgment and post judgement interest awarded against an Insured on that part of any judgment paid by **us**), settlements, statutory attorney fees and **Defense Costs**.

However, **Loss** does not include anything specifically excluded in **EXCLUSIONS: WHAT IS NOT COVERED** section VIII, or any of the following:

- a. Non-monetary relief;
- b. civil or criminal fines or penalties;
- c. the multiplied portion of damages, punitive or exemplary damages; and
- d. matters which may be deemed uninsurable according to the law under which this policy is construed.

### 8. **One Insured Event** means one or more covered allegations of **Assault and Battery** which are related by an unbroken chain of events.

### 9. **Victim** means any individual who is the object of **Assault and Battery**.

### 10. **Self-insured Retention (SIR)**. Self-insured retention is a dollar amount specified in a liability insurance policy that must be paid by the insured before the insurance policy will respond to a loss.

## SECTION III - WHEN COVERAGE IS PROVIDED

- 1. **We** will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" to which this insurance applies. **We** will have the right and duty to defend the insured against any "suit" seeking those damages. However, **we** will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. **We** may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result.

## SECTION IV - WHERE COVERAGE IS PROVIDED

1. This policy covers **Claims** and **Insured Events** occurring at any Designated Locations subject to any Designated Location(s) limitations contained within form AB09092019D and/or form AB09092019DESIG.

#### SECTION V - WHO IS INSURED

1. **Individual.** If **you** are shown in the Declarations as an individual, **you** and **your** spouse are Insureds but only for the conduct of a business of which **you** are the sole owner.
2. **Corporation.** If **you** are shown in the Declarations as a corporation or organization other than a partnership or joint venture, **you** are an Insured. **Your** stockholders are also Insureds but only with respect to their liability as **your** stockholders.
3. **Partnership or Joint Venture.** If **you** are shown in the Declarations as a partnership or joint venture, **you** are an Insured. **Your** partners or venture partners and their spouses are also Insureds, but only for the conduct of **your** business.
4. **Other.** If **you** are a Limited Liability Corporation (LLC), or a Limited Liability Partnership ('LLP') of the Named Insured and **you** are shown in the Declarations as "Other" **you** are an Insured. **Your** members, partners and shareholders are also Insureds but only with respect to the conduct of **your** business.
5. **Employees.** **Your Employees**, executive officers, directors and **your** trustees are Insureds only for the conduct of **your** business within the scope of their employment. **Your Employee's** status as an Insured will be determined as of the date of the **Assault and Battery** that caused an **Insured Event**.
6. **Approved Mergers and Acquisitions.** **We** must affirmatively agree in writing to cover certain organizations that **you** newly acquire or form before there is coverage under this policy.

#### VI - LIMIT OF LIABILITY

1. The amount shown at Item (5.a) in the Declarations is the most **we** will pay for **Claims** occurring during our Policy Period arising out of **Assault and Battery** against any one Victim regardless of: the number of acts of **Assault and Battery** against any one **Victim**; the number of individuals participating in acts of **Assault and Battery** against any one **Victim**; and the number of **Claims**.
2. The amount shown at item (5.b) in the Declarations is the most **we** will pay for the combined total of all **Claims** first made or brought during the Policy Period.  
If this Policy Period is extended, the Limits, as shown in the Declarations, shall not in any way increase. For purposes of the **LIMIT OF LIABILITY**, any policy extension is considered to

be part of and not in addition to the former Policy Period.

#### VII – CONDITIONS

There is no coverage under this policy unless there has been full compliance with all the conditions contained in this policy.

##### 1. Duties in the event of a Claim

- a. **You** must see to it that **we** or our Authorized Representatives, as shown in the Declarations, are notified as soon as practicable but in no event more than thirty days (30) after the claim is made. **Your** notification should include:
  - (1) the identity of the person(s) alleging **Assault and Battery**;
  - (2) the identity of any Insured(s) who allegedly committed **Assault and Battery**;
  - (3) the identity of any witnesses to the alleged **Assault and Battery**; and
  - (4) the date(s) an **Assault and Battery** took place.
- b. **You** and any other Insured must:
  - (1) immediately send **us** or our Authorized Representatives, as shown in the Declarations, copies of any demands, notices, summonses or legal papers received in connection with the **Claim**;
  - (2) authorize **us** or our Authorized Representatives, as shown in the Declarations, to obtain statements, records and other information;
  - (3) cooperate with **us** or our Authorized Representatives, as shown in the Declarations, in the investigation or defense of the **Claim**; and
  - (4) assist **us** or our Authorized Representatives, as shown in the Declarations, in the enforcement of any right against any person or organization which may be liable to an Insured because of **Loss** to which this policy may also apply.
- c. No Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expenses without our consent. Subsequent payments that are deemed by **us** as having been prejudiced by any such voluntary payment will also be the sole responsibility of the Insured.

##### 2. Report of a Potential Claim

The Insured must report incidents of **Assault and Battery** that may reasonably be expected to give rise to a **Claim**. Such report must include the identity of the person(s) involved, along with a description of the **Assault and Battery**. In no event, however, is an Insured entitled to coverage

under this policy based on a **Laundry List Notification**.

**3. Legal Action Against Us**

**a. No person or organization has the right under this policy:**

- (1) to join **us** as a party or otherwise bring **us** into a suit asking for damages from an Insured; or
- (2) to sue **us** on this policy unless all of its terms have been fully complied with.

**4. Other Insurance**

**a.** This policy applied on a primary basis and will share its limit with any other insurance that also applies on a primary basis. Limits are shared either on an equal-share basis or, failing that, or proportion to each policy's limit. **We** will have no duty to defend the insured against any suit if any other insurer has a duty to defend the insured against that suit.

**5. Premium**

- a.** The Premium shown in the Declarations is for the Policy Period shown in the Declarations.
- b.** This policy is subject to a minimum earned premium endorsement.

**6. Cancellation**

- a.** By acceptance of this Policy, the Insureds hereby confer the exclusive power and authority to cancel this Policy on their behalf to the Named Insured. The Named Insured may cancel this Policy by surrender thereof to Rushmore Underwriting Managers LLC or its Authorized Representatives, and by mailing to Rushmore Underwriting Managers LLC or its Authorized Representatives advance, written notice stating when thereafter cancellation shall be effective. The mailing of such notice shall be sufficient notice and the effective date of cancellation shall become the end of the Policy Period. Delivery of such written notice shall be equivalent to mailing.
- b.** If this Policy is cancelled by the Named Insured, the earned premium will be computed on a short rate basis subject to a minimum earned premium. Notwithstanding the foregoing, in the event that a **Claim** or potential **Claim** is reported under this Policy, no return premium will be provided. Payment or tender of any unearned premium by Fortegra Specialty Insurance Company shall not be a condition precedent to the effectiveness of cancellation.
- c.** Fortegra Specialty Insurance Company or its Authorized Representatives may cancel this Policy for non-payment of premium by mailing to the Named Insured written notice stating when, not less than ten (10) days thereafter, such policy cancellation shall be irrevocable. If payment is not received within the ten (10)

day period, then this Policy will be cancelled ab initio meaning coverage is null and void as of the inception date of this Policy. The mailing of such notice shall be sufficient notice. Delivery of such written notice by Fortegra Specialty Insurance Company or its Authorized Representatives by facsimile, email or private courier shall be equivalent to mailing. If the foregoing notice period is in conflict with any governing law or regulation, then such period shall be amended to afford the minimum notice period permitted thereunder.

- d.** If Fortegra Specialty Insurance Company or its Authorized Representatives cancels this Policy other than as set forth in paragraph **c.** of this section, **we** will give the Named Insured thirty (30) days' written notice prior to cancellation. The cancellation notice will state the effective date of the cancellation, and this Policy will terminate on that date. If the foregoing notice period is in conflict with any governing law or regulation, then such period shall be amended to afford the minimum notice period permitted thereunder. If Fortegra Specialty Insurance Company or its Authorized Representatives cancel this Policy under this paragraph **d.**, the earned premium will be computed pro-rata.

**7. Representations**

By accepting this policy **you** agree:

- a.** All statements in the Application and any attachments as well as all other information provided to **us** are true, accurate and complete;
- b.** those statements are material and based upon representations **you** made to **us**;
- c.** **we** have issued this policy in reliance upon **your** representations; and
- d.** to disclose any facts **you** become aware of between the time that the Application for this policy is signed and the policy inception date.

**8. When We Do Not Renew**

- a.** If **we** decide not to renew this policy, **we** will mail or deliver to the Named Insured shown in the Declarations, written notice of the non-renewal not less than sixty (60) days before the expiration date.

If notice is mailed, proof of mailing will be sufficient notice of non-renewal.

**9. Transfer of Rights of Recovery Against Others to Us**

- a.** If any Insured has rights to recover all or part of any payments **we** have made under this policy, those rights are transferred to **us**; the Insured must do nothing after a **Loss** to impair them. At our request, any Insured will bring suit or transfer those rights to **us** and help **us** to enforce them.

**10. Bankruptcy**

- a. Bankruptcy or insolvency of any Insured or of an Insured's estate will not relieve us of our obligations under this policy.

**11. False or Fraudulent Claims**

- a. If any Insured submits any **Claim** knowing the same to be false or fraudulent as regards amount or otherwise, this policy will become void in its entirety and all coverages hereunder shall be forfeited.

**VIII - EXCLUSIONS: WHAT IS NOT COVERED**

**1. By an Insured**

- a. This policy does not cover any **Loss** arising out of any **Claim** by one Insured or more under this insurance against another Insured under this insurance.

**2. Employment Practices**

- a. This policy does not cover **Loss** arising out of any **Claim** based upon or alleging any employment-related practice, policy, act, or omission, including but not limited to harassment, discrimination or retaliation, even if **Assault and Battery** is involved; provided, however, this exclusion shall not apply to allegations of negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed an act of **Assault and Battery**.

**3. Perpetrator**

- a. This policy will not provide coverage to any individual Insured who personally commits, participates in, or assists in any act of **Assault and Battery** as defined in the **DEFINITIONS**. Without limiting the foregoing, we will afford the defense to which such individual Insured would be otherwise entitled until such time as:

- (1) that individual Insured is judicially determined to have committed, participated in or assisted in any act of **Assault and Battery**; or
- (2) that individual Insured admits in any context to having committed, participated in or assisted in any act of **Assault and Battery**.

**4. Knowledge of Perpetrator**

- a. This policy does not cover any **Loss** arising out of any **Claim** if, prior to the date of the **Insured Event** giving rise to the **Claim**, any Insured was aware of any allegation or complaint of **Assault and Battery** as defined in **DEFINITIONS** made against the same individual(s) as accused in the **Claim**.

**5. Outside Activities**

- a. This policy does not cover **Loss** for any **Claim** arising out of any Insured's activities as a trustee, partner, officer, director or employee

of any employee trust, charitable organization, corporation, or company or business other than that of the Named Insured.

**6. Worker's Compensation**

- a. This policy does not cover any workers compensation or any **Loss** arising out of any claim alleging violation of any worker's compensation, disability benefits or unemployment compensation law, social security and other employment benefit law, or any similar law.

**7. Contractual Liability**

- a. This policy does not cover any **Loss** based upon, arising out of, directly or indirectly in connection with, related to, or in any way involving any claim that Insured is obligated to pay by reason of the assumption of another's liability for an **Insured Event** under a contract or agreement. This exclusion will not apply to liability for damages because of an **Insured Event** that any Insured would have without the contract or agreement.

**8. Employee Retirement Income Security Act**

- a. This policy does not cover any **Loss** arising out of alleging violation of the Employee Retirement Income Security Act of 1974 Public Law 93-406, or any amendments thereto, or any similar federal, state or local law, rule or regulation.

**9. Consequential Loss**

- a. This policy does not cover any **Loss** resulting from or attributable to any allegations made by or solely for the benefit of a claimant's domestic partner, spouse, child, parent, brother or sister.

**10. Fraud and Collusion**

- a. This policy does not cover any **Loss** based upon, arising out of, directly or indirectly in connection with, related to, or in any way involving any **Claim** alleging fraud or collusion by an Insured. Without limiting the foregoing, we will pay **Defense Costs** incurred in defense of allegations of fraud and collusion against an innocent Insured named in such **Claim** so long as such **Claim** also contains allegations against that innocent Insured otherwise involving an **Assault and Battery**.

**11. Prior Notice**

- a. This policy does not cover any **Loss** arising out of **Assault and Battery** that have been the subject of any notice given under any other policy in force prior to the inception date of this policy.

**12. Insolvency**

- a. This policy does not cover any **Loss** arising

out of **Assault and Battery** occurring on or after the effective date:

- (1) of the appointment of a receiver, conservator, liquidator, trustee, rehabilitator, or similar official to take control of, supervise, monitor, manage or liquidate an Insured; or
- (2) that any government agency, body or representative assumes control, or takes over the management and/or operations of an Insured.

**13. Infringement of Copyright, Patent, Advertising, Trademark or Trade Secret**

- a. This Policy does not cover Infringement of Copyright, Patent, Trademark or Trade Secret "personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

**14. Advertising, Broadcasting, Publishing or Telecasting**

- a. This policy does not cover:
  - (1) Advertising, broadcasting, publishing or telecasting;
  - (2) Designing or determining content of websites for others;
  - (3) Electronic Chatrooms or Bulletin Boards the insured hosts, owns, or over which the insured exercises control;
  - (4) Unauthorized use of another's name or product.

**15. Punitive or Exemplary Damages**

- a. This Policy does not cover any claim or indemnification for punitive, exemplary and/or statutorily enhanced damages, including, but not limited to, multiple damages. **We** will not have any obligation to pay for any costs, interest, or damages attributable to punitive, exemplary and/or statutorily enhanced damages, including, but not limited to, multiple damages.

**16. Liquor Liability**

- a. Bodily injury or property damage arising directly or indirectly from alcoholic beverages for which any insured may be held liable by reason of:
  - (2) causing or contributing to the intoxication of any person;
  - (3) the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
  - (4) any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.
- (5) This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:
  - (a) The supervision, hiring, employment,

training or monitoring of others by that insured; or

- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol.

**17. Firearms**

- a. This insurance does not cover bodily injury or property damage, personal and advertising injury or injury arising out of, caused by, or resulting from, in whole or in part:
  - (1) The ownership, maintenance, use or misuse by any insured or any other person of any firearm;
  - (2) Any act, error or omission committed by **you** or on **your** behalf in connection with the prevention or suppression of the use of any firearm;
  - (3) The failure of any insured, or any person or legal entity to provide an environment safe from the use of firearms whether or not such firearm was originally intended, created or designed to be used as a firearm, including but not limited to the failure to provide adequate security, or the failure to warn of the dangers of the environment which could contribute in whole or in part to the bodily injury, property damage, personal and advertising injury, or injury, or the failure to maintain the premises by **you**, any insured, or any person or legal entity;
  - (4) Any failure or delay in the rendering of proper aid or assistance, reporting to proper authorities, investigating any incident, preserving of any evidence, or otherwise failing to respond properly or timely to any occurrence involving a firearm, regardless of whether or not such firearm was originally intended, created or designed to be used as a weapon or firearm.

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

## **LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION**

This endorsement modifies insurance provided under the following:

ASSAULT AND BATTERY LIABILITY COVERAGE PART AB09092019DI

### **SCHEDULE**

**Premises:**

2401 S Ardson Place Tampa, FL 33629

**Project Or Operation:**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** This insurance applies to “bodily injury” and “property damage” caused by an “occurrence” that takes place in “coverage territory” only if:
  - (1)** The “bodily injury” or “property damage”:
    - (a)** Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
    - (b)** Arises out of the project or operation shown in the Schedule;
  - (2)** The “bodily injury” or “property damage” occurs during the policy period; and
  - (3)** Prior to the policy period, no insured listed under Paragraph 1. of Section II-Who Is An Insured and no “employee” authorized by **you** to give or receive notice of an “occurrence” or claim, knew that the “bodily injury” or “property damage” had occurred, in whole or in part. If such a listed insured or authorized “employee” knew, prior to the policy period, that the “bodily injury” or “property damage” occurred, then any continuation, change or resumption of such “bodily injury” or “property damage” during or after the policy period will be deemed to have been known prior to the policy period.
  
- B.** If this endorsement is attached to Assault and Battery Liability Coverage Form **AB09092019DI**, the provision under this applies:
  - 1.** This insurance applies to “bodily injury” and “property damage” caused by an “occurrence” that takes place in the “coverage territory” only if:
    - 1.** The “bodily injury” or “property damage”:
      - a)** Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
      - b)** Arises out of the project or operation shown in the Schedule;
    - 2.** The “bodily injury” or “property damage” did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and
    - 3.** A claim for damages because of the “bodily injury” or “property damage” is first made against any insured, in accordance with Coverage Form **AB09092019DI** of this Insuring Agreement.

2. This insurance applies to “personal and advertising injury” caused by an offense committed in the “coverage territory” but only if:
  - (1) The offense arises out of your business:
    - (a) Performed on the premises shown in the schedule; or
    - (b) In connection with the project or operations shown in the schedule.
  - (2) The offense was not committed before the Retroactive Date, If any shown in the Declarations or after the end of the policy; and
3. A claim for damages because of the “personal and advertising injury” is first made against any insured, in accordance with Coverage From **AB09092019DI** of this Policy, during the policy period or any Extended Reporting Period we provide. However if the “personal and advertising injury” is caused by:
  - (1) False arrest, detention or imprisonment or
  - (2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor; then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

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

This endorsement modifies the insurance provided under the following:

ASSAULT AND BATTERY LIABILITY COVERAGE FORM AB09092019DI

**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.

**Inspections and Surveys**

- A. We have the right to:
  - 1. Make inspections and surveys at any time;
  - 2. Give you reports on the conditions we find;
  - 3. 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 of the public. And we do not warrant those conditions:
  - 1. Are safe or healthful; or
  - 2. 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.


**MINIMUM EARNED PREMIUM ENDORSEMENT**

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

**This endorsement modifies insurance provided under the following:  
ASSAULT AND BATTERY LIABILITY COVERAGE FORM AB09092019DI**

If this policy is cancelled for any reason and/or if any location is deleted, sold or removed, other than at the request of the company, the minimum earned premium for this policy will be 100% of the total policy premium. This minimum earned premium is not subject to a short rate or pro rata adjustment.

All other terms and conditions of this policy remain unchanged.



Aaron O'Neill

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Authorized Representative

## **MINIMUM AND DEPOSIT PREMIUM**

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

This endorsement modifies the insurance provided under the following:

ASSAULT AND BATTERY LIABILITY COVERAGE FORM AB09092019DI

We will compute all premiums for this policy in accordance with our rules and rates. Premium shown on the Declaration Page 6. PREMIUM FOR THIS POLICY shown is an advance premium is a minimum and deposit premium. It shall be determined based on an estimate of our exposures for the policy year. At the close of each audit period, or after expiration or cancellation of this policy, or during the policy term, we may, at our discretion, compute the policy premium based on your actual records, a telephone inspection or survey, physical inspection or survey, self-audit or an audit conducted of your actual records. If we do this computation and the premium developed is greater than the advance premium, the additional premium is due and payable. Additional premium may be generated by any exposure(s) including but not limited to increases in the rating basis or classification changes. If any additional premium is not paid promptly the policy may be canceled at our discretion. If the total earned premium for the policy period is less than the advance premium, then the advance premium is the minimum premium and not subject to further adjustment.

This policy is subject to premium audit based on information provided within our application (APP-APPLIC092019). The due date for the audit is the date shown as the due date on the bill. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times we may request.

## **EXCLUSION-PUNITIVE OR EXEMPLARY DAMAGES**

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

This endorsement modifies the insurance provided under the following:

ASSAULT AND BATTERY LIABILITY COVERAGE FORM AB09092019DI

We do not cover any claim of or indemnification for punitive, exemplary, and/or statutorily enhanced damages, including, but not limited to, multiple damages. If a "SUIT" seeking compensatory and/or punitive, exemplary, and/or statutorily enhanced damages, including, but not limited to, multiple damages have been brought against you for a claim covered by this policy, we will provide defense for such action. We will not have any obligation to pay for any costs, interest, or damages attributable to punitive, exemplary, and/or statutorily enhanced damages, including, but not limited to, multiple damages.

## POLLUTION EXCLUSION

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

This endorsement modifies the insurance provided under the following:

ASSAULT AND BATTERY LIABILITY COVERAGE FORM AB09092019DI

#### Pollution

- (1)** “Bodily injury” or “property damage” arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants”:
  - (a)** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i)** “Bodily injury” if sustained within a building and caused by smoke, fumes, vapor, or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building’s occupants or their guests;
    - (ii)** “Bodily injury” or “property damage” for which you may be held liable if you are a contractor and the owner or lessee of such premises, site, or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never being owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii)** “Bodily injury” or “property damage” arising out of heat, smoke or fumes from a “hostile fire”;
  - (b)** At or from any premises, site, or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c)** Which are or where at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i)** Any insured; or
    - (ii)** Any person or organization for whom you may be legally responsible; or
  - (d)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured’s behalf are performing operations if the “pollutants” are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    - (i)** “Bodily injury” or “property damage” arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of “mobile equipment” or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the “bodily injury” or “property damage” arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii)** “Bodily injury” or “property damage” sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (iii)** “Bodily injury” or “property damage” arising out of heat, smoke or fumes from a “hostile fire”.
  - (e)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured’s behalf are performing operations if

the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

**(2)** Any loss, cost or expense arising out of any:

**(a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

**(b)** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants". However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of governmental authority.

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

**EXCLUSION-PRIOR OR PENDING LITIGATION**

This endorsement modifies insurance provided under the following:

ASSAULT AND BATTERY LIABILITY COVERAGE FORM AB09092019DI

This insurance does not apply to:

“Bodily injury,” “property damage,” or “personal and advertising injury” arising from all pending or prior litigation that was known by any insured, or should have been known before the inception date of this policy, as well as all future claims arising out of any pending or prior litigation.

**EXCLUSION-RIOT, CIVIL COMMOTION OR MOB  
ACTION-GOVERNMENTAL SUBDIVISIONS**

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

This endorsement modifies the insurance provided under the following:

ASSAULT AND BATTERY LIABILITY COVERAGE FORM AB09092019DI

The following exclusion is added to this policy:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. Riot, civil commotion or mob action; or
2. Any act or omission in connection with the prevention or suppression of a riot, civil commotion, or mob action.
3. War, invasion, acts of foreign enemies, hostilities (whether war declared or not), civil war, rebellion, revolution, insurrection, military or usurped power; or
4. Confiscation, nationalization, requisition, destruction or, or damage to property by or under the order of any government or public or local authority.

## BINDING ARBITRATION

As used in this Arbitration Provision, "You" and "Your" mean the policyholder or policyholders, insureds, or additional insureds, and all of his/her heirs, survivors, assigns, and representatives. "We" and "Us" mean the insurance company listed on the Declarations Page.

Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort, or otherwise), including statutory, common law, fraud (whether by misrepresentation or by omission), or another intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this Policy or Certificate or any prior Policy or Certificate issued by Us to You, (2) Any credit, loan, or purchase transaction in connection with which this Policy or Certificate or any prior Policy or Certificate was issued by Us to You, or (3) the validity, scope, interpretation, or enforceability of this Provision or of the entire Policy or Certificate ("Claim"), shall be resolved solely by arbitration initiated by either party making a written demand for arbitration.

All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect as of the date of the demand for arbitration. When this demand is made, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, the arbitration will take place in the county or parish in which the address shown in the Declarations is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. You may obtain a copy of the AAA's Rules by calling (800) 778-7879. The arbitrator shall apply relevant

substantive federal and state law and applicable statutes of limitations and shall provide written, reasoned findings of fact and conclusions of law. This Arbitration Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. If any portion of this Arbitration Provision is deemed invalid

or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision, except that in no event shall this Arbitration Provision be amended or construed to permit arbitration on behalf of a group or class. For the purpose of this Arbitration Provision, the Insurance Company as listed on the Declarations Page shall be deemed to include all of its affiliates, successors and assigns including their respective principals, partners, officers and directors and all of the dealers, licensees, agents, and employees of any such entities.

This Arbitration Provision shall inure to the benefit of and be binding on You and each of the aforementioned persons and entities. This Provision shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Policy or Certificate. No Class Actions/No Joinder of Parties: You agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. You also agree that You will not join with others to bring Claims in the same arbitration proceeding unless all such persons are named on Your Policy or Certificate.

**YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION PROVISION NEITHER YOU NOR WE WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.**

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

**SERVICE OF SUIT CLAUSE-FLORIDA**

The Company hereby designates the Chief Financial Officer of the Florida Office Of Financial Regulation and his or her successors, as its true and lawful attorney upon whom may be served any lawful process in any action, suit proceeding instituted by you or on your behalf or by any beneficiary under this policy against the Company arising out of this policy, provided that all lawful process received by said Chief Financial Officer or his or her successors, is sent by certified or registered mail to the Company at:

Fortegra Specialty Insurance Company  
Attn: Trenton Bavaro c/o Corporate Creations Network Inc.  
801 US Highway 1  
North Palm Beach, FL 33408

Service of process in any such action will also be valid if served upon any person in the State of Florida who, on behalf of the Company, solicits insurance within the State of Florida; makes, issues or delivers insurance policies within the State of Florida; or collects or receives any premiums or other consideration for Company.

Service of process shall be deemed to be proper and lawful when in compliance with Florida Statutes, Surplus Lines Law Section 626.907.

## Privacy Policy

You have a relationship with one or more of the following Fortegra Financial Corporation affiliates: *Fortegra Indemnity Company*. The trust of our customers is our most valuable asset. In the course of providing products and services to you, we will obtain information about you. Your trust in providing this information is safeguarded by keeping nonpublic personal information about our customers in a secure environment and using that information in accordance with this Privacy Policy.

This Privacy Policy generally describes our policy about obtaining and disclosing nonpublic information about you, examples of nonpublic information we collect and the companies with which we may share this information. These examples are for illustrative purposes only and are not intended to be considered a complete description of all information we collect, maintain, or use in our sharing practices. You may have other privacy protection under some State laws. We will comply with the applicable State and Federal laws regarding nonpublic information about you.

### ***Information we may collect.***

***Customer Information.*** Customer information includes identifying information such as your name, address, telephone number, employer, social security number, income, age, and demographic data about you. It also includes information about your transactions with us such as claims history, premiums, and insurance coverage.

***Financial Information.*** Financial information is information covered by the Fair Credit Reporting Act and information such as your credit history, credit card usage, income, assets, and loan records. It also includes information from consumer reporting agencies, public records, and data collection agencies.

***Health Information.*** Health information includes medical history provided by doctors, hospitals or other health care providers, other insurance companies, and you. Health information will be collected, as authorized by you, or otherwise permitted by law, as we deem appropriate to determine eligibility for coverage, to process claims, and to prevent fraud.

### ***What we do with the information we obtain.***

The nonpublic information we may collect as described above may be disclosed, where permitted by law, in order to offer you product and services. Examples of disclosures permitted by law would include disclosures to organizations who provide claims administration, underwriting, audits, investigation or policyholder services. We may use affiliated and nonaffiliated parties to perform these services. Services also include protecting against fraud and companies who maintain software for us.

We may also disclose information in response to requests from law enforcement authorities or State insurance authorities.

***Independent Sales Agents and Agents in General.***

Sales agents who represent us are independent, and your independent sales agent may gather and retain customer information, financial information, and/or health information about you. The use and protection of this information by your independent sales agent is your independent sales agent's responsibility, not the responsibility of *Fortegra Financial Corporation or its affiliated company*. If you have questions about how your independent sales agent may use or disclose this information, please contact your independent sales agent.

***Information regarding Former Customers.***

We do not disclose nonpublic personal information about former customers except in accordance with this Privacy Policy.

***Changes to our Privacy Policy***

We reserve the right to modify, change or supplement this Privacy Policy at any time. If we make material changes to this policy, we will provide our customers with a revised notice that describes our new practices.

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

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

**(Broad Form)**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS' PROTECTIVE LIABILITY COVERAGE  
PART ASSAULT AND BATTERY LIABILITY COVERAGE PART

1. The insurance does not apply:
  - A. Under any Liability Coverage, to "bodily injury" or "property damage":
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or  
Resulting from the "hazardous properties" of
    - (2) "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
  - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
    - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
    - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
    - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of

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

**ANIMAL LIABILITY EXCLUSION**

The following EXCLUSION applies to all coverages:

**We** do not pay for:

1. Any **bodily injury** or **property damage** arising out of any occurrence involving any animal owned by, or in the care, custody, or on the premises of the **insured**.
2. Any other loss or expense arising out of any **occurrence** involving any animal, or in the care, custody, or control of the **insured** or on the premises of the **insured**.

All other terms, conditions, exclusions, and agreements of the policy shall remain unchanged.

**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

**DISCLOSURE OF PREMIUM AND ESTIMATED PREMIUM FOR CERTIFIED ACTS OF TERRORISM COVERAGE (PURSUANT TO TERRORISM RISK INSURANCE ACT)**

**SCHEDULE**

<b>SCHEDULE – PART I</b>	
INCLUDED	

<b>SCHEDULE – PART II</b>	
INCLUDED	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Disclosure of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under that Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

**B. Disclosure of Federal Participation in Payment of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**C. Cap On Insurer Participation in Payment of Terrorism Losses**

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

**D. Possibility of Additional or Return Premium**

The premium for certified acts of terrorism coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act. The federal program established by the Act is scheduled to terminate at the end of the year specified in Part I of the Schedule of this endorsement, unless extended by the federal government. If the federal program terminates or if the level or terms of federal participation change, the estimated premium shown in (B) in Part I of the Schedule may not be appropriate.

If this policy contains a Conditional Exclusion, continuation of coverage for certified acts of terrorism, or termination of such coverage, will be determined upon disposition of the federal program, subject to the terms and conditions of the Conditional Exclusion. If this policy does not contain a Conditional Exclusion, coverage for certified acts of terrorism will continue. In either case, when disposition of the federal program is determined, we will recalculate the premium shown in (B) in Part I of the Schedule and will charge additional premium or refund excess premium, if indicated.

If we notify you of an additional premium charge, the additional premium will be due as specified in such notice.

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

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

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

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

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

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

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