IMPORTANT NOTICE:

1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called “nonadmitted” or “surplus line” insurers.

2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.

3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.

4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or “surplus line” broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC’s internet website at www.naic.org. The NAIC—the National Association of Insurance Commissioners—is the regulatory support organization created and governed by the chief insurance regulators in the United States.

5. Foreign insurers should be licensed by a state in the United States and you may contact that state’s department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: https://naic.org/state_web_map.htm.

6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on

the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.

7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.

8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.

WOWS FIRE INSURANCE SERVICES
CDI #6011634

DECLARATIONS PAGES

POLICY NUMBER	MMUSA104839WO2026
PRODUCER NAME	Wows Fire Insurance Services
CARRIER NAME	Helix Underwriting Partners USA Ltd on behalf of PartnerRe Insurance Solutions Bermuda Ltd
NAME INSURED	Cantrice Court COA c/o Community One Property Management
MAILING ADDRESS	241 Frank West Circle, Ste 200, Stockton, CA 95206
POLICY PERIOD	08/31/2026-08/31/2027

COVERAGE	$ 9,806,516 (100%) part of $ 9,806,516 per Occurrence Excess of $ 22,901,900 per Occurrence Which in turn is excess of Policy Deductibles
Real and Personal Property as more fully defined in the Policy Form	
PERILS: All Risks of Direct Physical Loss or Damage including Named Windstorm and Severe Convective Storm/Hail; excluding all Earthquake, Flood and Machinery Breakdown as more fully defined in, but not limited to, the Policy Form	
POLICY PREMIUM & FEES	
PREMIUM	$35,000.00
SURPLUS LINES TAX	$1,086.75
STAMPING FEE	$65.21
BROKER FEE	$1,225.00
TOTAL	$37,376.96
MINIMUM EARNED	50%
Company Fees are fully earned. Premium is 100% minimum down.	

Form or Endorsement - Description	
HXUS APXS – 00 25	Excess Property Insurance Coverage Policy
HXUS CPXS – MEP ENDORSEMENT	MINIMUM EARNED PREMIUM ENDORSEMENT
HXUS CPXS – TOTAL LOSS ENDORSEMENT	TOTAL LOSS ENDORSEMENT
HXUS CPXS 200	WAR AND CIVIL WAR EXCLUSION
HXUS CPXS 201	MARGIN CLAUSE
HXUS CPXS 202	CRITICAL INFRASTRUCTURE INTERRUPTION
HXUS CPXS 203	COMMUNICABLE DISEASE EXCLUSION
HXUS CPXS 204	RADIOACTIVE EXPLOSION AND NUCLEAR EXCLUSION
HXUS CPXS 205	BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION
HXUS CPXS 206	LAND AND WATER CONTAMINANT EXCLUSION
HXUS CPXS 207	SANCTIONS LIMITATION EXCLUSION
HXUS CPXS 208	APPLICATION OF SUBLIMTS
HXUS CPXS 209	INSURER LIABILITY CLAUSE
HXUS CPXS 210	MICROORGANISM EXCLUSION
HXUS CPXS 211	ASBESTOS EXCLUSION
HXUS CPXS 212	CYBER AND DATA EXCLUSION
HXUS CPXS 213	TERRORISM EXCLUSION
HXUS CPXS 213(D)	TRIA NOT PURCHASED ENDORSEMENT

EXCESS PROPERTY INSURANCE COVERAGE

Various provisions in this policy restrict coverage. Please read the entire policy, including all of the applicable endorsements, carefully to determine your rights, duties, and what is not covered.

Words and phrases that appear in quotation marks have a special meaning and are defined in Section E. DEFINITIONS.

A. INSURING AGREEMENT

In consideration of the payment of premium stated in the Declarations, and subject to the terms, conditions and Limits of Insurance contained in this policy or endorsed hereon, the Company agrees to insure against risks of direct physical loss or damage to property at Covered Locations, except as excluded or limited. This policy does not apply to any loss or damage caused by or resulting from risks of direct physical loss or damage to property at a location other than a Covered Location.

This insurance is provided subject to the same terms, conditions, definitions, limitations, exclusions and warranties as are contained in the Lead Underlying Primary Insurance Policy specified in the Schedule of Underlying Insurance. However, except for the Limits of Insurance, if any terms or conditions of:

1. This policy; or

2. Any other "underlying insurance" as specified in the Schedule of Underlying Insurance;

are more restrictive than those of the Lead Underlying Primary Insurance Policy, the more restrictive terms or conditions will apply to this policy.

B. MAINTENANCE AND APPLICATION OF "UNDERLYING INSURANCE"

1. The Insured agrees to maintain the "underlying insurance" specified in the Schedule of Underlying Insurance, in an amount not less than the Total Underlying Insurance Limit(s) specified in the Schedule, in full force and effect during the term of this policy. If such "underlying insurance" is not maintained in full force and effect by the Insured, this policy shall apply in the same manner as if the "underlying insurance" had been so maintained.

2. The Company shall not be liable for any portion of the "ultimate net loss" in any one occurrence under this policy until:

   a. The insurers of the "underlying insurance" have paid the full amount of their respective allocation of the "ultimate net loss", as specified in the Schedule of Underlying Insurance; and

   b. The ultimate net loss" exceeds the Total Underlying Insurance Limit specified in the Schedule of Underlying Insurance

3. The Company will not be liable for any loss or damage in excess of any sublimits contained in the Lead Underlying Primary Insurance Policy or any other "underlying insurance", unless a sublimit is specified within this policy for that risk of loss or damage, in which case, the most the Company will pay for such loss or damage is the specified sublimit under this policy.

4. If any sublimits apply to loss or damage under the Lead Underlying Primary Insurance Policy, or under any other "underlying insurance" or under this policy, the maximum contribution by all such insurance for such sublimited loss or damage to the "ultimate net loss" will not exceed the applicable specified sublimits.

5. UNCOLLECTIBILITY OF OTHER INSURANCE: The Insurance provided by Us under this policy shall always be excess over the maximum "per occurrence" limits of insurance provided by the Underlying Limit(s) of Insurance, as identified the Schedule of Underlying Insurance, and never less than an attachment identified in this policy's Declarations, or any applicable endorsement attached to this policy. If the Underlying Limit(s) of Insurance becomes uncollectible or unpaid, in whole or in part, for any reason, this policy will not drop down, take the place of, or provide coverage for the underlying limit of insurance that is uncollectible or unpaid. You assume the responsibility for any uncollectible or unpaid underlying limit of insurance.
6. The amount of any loss involving any cause of loss insured against, or coverage or property that is insured under the Lead Underlying Primary Insurance Policy or any other "underlying insurance," but is not insured against or under this policy will not contribute to the "ultimate net loss"
7. Any endorsements or amendments to the Lead Underlying Primary Insurance Policy or any other "underlying insurance" which are become effective on or after the effective date of this policy and broaden the insurance provided under such "underlying insurance" will not be binding on the Company unless, prior to the occurrence of any loss or damage, the Company has agreed to such endorsements or amendments in writing and the Insured has agreed to pay any additional premium due to the Company for the broadened insurance coverage under this policy.

C. LIMITS OF INSURANCE

The most the Company will pay for all loss or damage in any one occurrence under this policy is the Limits of Insurance shown in the Declarations. All other Limits of Insurance shown in this policy's Declarations, Schedule(s), Coverage Form(s) or endorsement(s) are sublimits, meaning they are included within, and do not increase, the Limits of Insurance for this policy.

Subject to this policy's Limits of Insurance t, the most the Company will pay for any loss or damage to which a specific sublimit applies is the sublimit specified for such loss or damage. Sublimits apply on a per occurrence or on an aggregate basis, as specified in this policy's Declarations, Coverage Form or any Schedule(s) or endorsement(s) to this policy, and do not increase any other sublimit. When a per occurrence sublimit applies to any loss or damage, the sublimit is the most the Company will pay in any one occurrence for the loss or damage to which the sublimit applies. When an aggregate sublimit applies to any loss or damage, the aggregate sublimit is the most the Company will pay for all such loss or damage from all occurrences in any one policy year, which commences on the effective date of this policy.

D. GENERAL CONDITIONS

1. Abandonment

There can be no abandonment of any property to the Company.

2. Appraisal

If the Company and the Insured disagree on the value of the covered property or the amount of the loss or damage, either party may make written demand for an appraisal of the loss or damage. If either party makes a written demand for an appraisal, then each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree upon the umpire selection, then either party may request that a judge of a court having jurisdiction make the umpire selection.

The appraisers will state separately the value of the covered property, the amount of loss or damage, the amount of net income and operating expense. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two of the appraisers or one of the appraisers and the umpire will be binding upon the parties. Each party will:

a. Pay its chosen appraiser's expenses; and

b. Equally bear the other expenses of the appraisal and umpire.

If there is an appraisal, the Company will still retain its right to deny the claim.

3. **Assignment**

This policy shall be void if assigned or transferred without the Company's prior written consent.

4. **Cancellation**

a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to the Company with advance written notice of cancellation.

b. The Company may cancel this policy by mailing or delivering to the first Named Insured a written notice of cancellation. The period of time prior to cancellation that such notice will be sent to the Insured will be in accordance with the Lead Underlying Primary Insurance Policy's policy cancellation requirements.

c. The Company will mail or deliver notice to the first Named Insured's last mailing address known to the Company.

d. The notice of cancellation will state the effective date of cancellation. If this policy is cancelled, the effective date of cancellation will become the end of the policy period for this policy.

e. If this policy is cancelled, the Company will send to the first Named Insured any premium refund due. If the Company cancels, 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 the Company has not made or offered a refund to the first Named Insured.

f. If the notice of cancellation is mailed by the Company to the first Named Insured, then proof of mailing will be sufficient proof of notice.

5. **Changes**

This policy contains all the agreements between the Insured and the Company concerning the insurance provided under this policy. This policy's terms can be amended or waived only by written endorsement issued by the Company and forming a part of this policy.

6. **Concealment, Misrepresentation Or Fraud**

This policy is void in any case of fraud by the Insured as it relates to this policy at any time. It is also void if the Insured or any other person or entity insured under this policy, at any time, intentionally conceals or misrepresents a material fact concerning:

a. This policy;

b. The covered property;

c. The Insured's interest in the covered property; or

d. A claim for loss or damage submitted under this policy.

7. **Control Of Property**

Any act or neglect of any person other than the Insured, relative to the covered property and which is beyond the direction or control of the Insured, will not affect the coverage provided under this insurance.

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

8. **Duties In The Event Of Loss Or Damage**

a. The Insured must comply with the following requirements in the event of loss or damage:

(1) Notify the police if a law may have been broken.

(2) Give the Company prompt notice of the loss or damage. Include a description of the property involved.

(3) As soon as possible, give the Company a description of how, when, and where the loss or damage occurred.

(4) Promptly make claim in writing against any other party, which had custody of the insured property at the time of loss.

(5) Take all reasonable steps to protect the covered property from further damage and keep a record of expenses that are incurred by the Insured to protect the covered property, for consideration in the settlement of the claim. If feasible, the Insured is required to maintain the damaged property in the best possible condition for examination by the Company. Such expenses will not increase the Limits of Insurance. The Company will not pay for any subsequent loss or damage resulting from a cause of loss that is not covered under this policy.

(6) At the request of the Company, give the Company complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

(7) As often as may be reasonably required, permit the Company to inspect and examine the damaged and undamaged property, the records proving the loss or damage and the insured's books and records.

The Company shall also be permitted to take samples of the damaged and undamaged property for inspection, testing and analysis.

(8) Send the Company a signed, sworn proof of loss containing the information that the Company requests to investigate the claim. The Insured must submit the signed, sworn proof of loss within 60 calendar days after the Company's request. The Company will supply the Insured with the required proof of loss forms.

(9) Cooperate with the Company in the investigation or settlement of the claim.

b. The Company 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 policy or a claim, including any of an Insured's books and records. In the event of such an examination, an Insured's answers must be signed by the Insured.

9. Examination of the Insured's Books and Records

The Company may examine and audit an Insured's books and records as they relate to this policy at any time during the policy period and up to three years after the effective date of this policy's cancellation or expiration.

10. Identity Of Interest

The inclusion of more than one legal entity as an Insured under this policy shall not operate to increase the Limit(s) of Insurance applicable to this policy.

11. Inspections And Surveys

The Company has the right, but is not obligated, to:

a. Perform **inspections** and surveys at any time;

b. Provide the Insured with reports on the conditions found during the Company's performance of such inspections and surveys ; and

c. Recommend changes to the Insured based on the results of such inspections or surveys.

Neither the right to perform inspections or surveys nor the performance of such inspections or surveys, nor any risk analysis, nor any advice or reports resulting therefrom will imply any liability, or constitute an undertaking by the Company on behalf of or for the benefit of the Insured. Any inspections, surveys, reports or recommendations are intended to apply only to insurability and the premiums to be charged. The Company does not perform safety inspections. The Company does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. In addition, the Company does not warrant that the conditions are safe, healthful or in compliance with any applicable law, rule, regulation, code or standard.

This condition applies not only to the Company, but also to any rating, advisory, rate service or similar organization that may perform insurance inspections, surveys, reports or recommendations.

12. Legal Action Against The Company

No one may bring a legal action against the Company under this policy unless:

a. There has been full compliance with all of this policy's terms and conditions; and

b. The legal action is brought in the United States of America, in a court having proper jurisdiction, within the period of time stated in the Lead Underlying Primary Insurance Policy. But in no event will this period of time exceed 2 years after the date on which the loss or damage occurred, unless:

(1) The period of time in which a legal action may be brought under the Lead Underlying Primary Insurance Policy is a greater period of time that is required by applicable state law; and

(2) The Company is required by that state law to provide that greater period of time under this policy;

in which case the greater period of time in which to bring a legal action will apply.

13. No Reduction By Loss

Except with respect to any aggregate limit(s) or aggregate sublimit(s) of insurance in this policy, it is understood and agreed that the amount of insurance will not be reduced by the payment of losses under this policy.

14. Other Insurance

a. The Insured may purchase insurance coverage that is applicable to all or any part of the deductibles and/or the self-insured retentions applicable to the Lead Underlying Primary Insurance Policy or other "underlying insurance" and the existence of such other insurance will not prejudice any loss otherwise payable under this policy. If the limits of such insurance exceed the deductible and/or self -insured retentions applicable to the Lead Underlying Primary Insurance Policy or other "underlying insurance", then the insurance provided by this policy will apply only as excess after the limits applicable to that insurance, the Lead Underlying Primary Insurance Policy and any other applicable "underlying insurance" have been exhausted by payment.

b. The Insured may maintain excess insurance over the Limit(s) of Insurance set forth in this policy without prejudice to this policy.

Except as provided above, and except with respect to the policy(ies) of any other insurer participating on the Limits of Insurance specified in this policy, the Company will pay only for the amount of covered loss or damage in excess of the amount due from other insurance, whether the Insured can collect on it or not. But the Company will not pay more than the applicable Limit(s) of Insurance identified in this policy's Declarations.

15. Policy Period And Territory

Under this policy, the Company will only cover the loss or damage that occurs during the policy period as identified in this policy's the Declarations and, except as otherwise specifically provided, within the Policy Territory

16. Salvage and Recoveries

All salvage, recoveries and payments (other than proceeds from "underlying insurance" or insurance written to contribute with or apply as excess over the limits of insurance applicable to this policy) that are recovered or received subsequent to a loss settlement under this policy and/or the "underlying insurance" shall be applied as if recovered or received prior to such loss settlement, and all necessary adjustments between the Insured, the Company and/or such other affected insurer(s) shall be made accordingly.

17. Sole Agent

For any insurance afforded by this policy, the first Named Insured shown in the Declarations shall act on behalf of all of the insureds with respect to the giving and receiving of notice of cancellation or other policy notices, the payment of premiums, the receiving of return premiums, and the acceptance of any endorsement issued to form a part of this policy.

18. Subrogation

If any person or organization to or for whom the Company makes a payment under this policy has rights to recover loss or damage from another party; those rights are transferred to the Company to the extent of such payment. That person or organization must do everything necessary to secure the Company's rights and must do nothing after the loss or damage to impair them. The Company will be entitled to priority of recovery against any such third party to the extent payment has been made by the Company, plus attorney's fees, expenses or costs incurred by the Company.

E. DEFINITIONS:

1. **"Ultimate Net Loss"** means the actual amount of loss or damage sustained by the Insured in any one occurrence as a direct result of direct physical loss or damage to property by the causes of loss insured against by the "underlying insurance" occurring at Covered Locations (as limited in this policy):

   a. After making deductions for any deductible or self-insured retention amount(s), any salvage and recoveries, and any other payments from any source other than from the "underlying insurance" this policy or any insurance coverage that contributes with or applies as excess over this policy's Limit(s) of Insurance; and

   b. Excluding the amount of any loss or damage in excess above that is:

   (1) not insured under the "underlying insurance"

   (2) in excess of the limit(s) or sublimit(s) applicable to such loss or damage in the "underlying insurance", this policy, or any insurance coverage that contributes with or applies as excess over

   this policy's Limit(s) of Insurance; or

   (3) in excess of any other limitation in the "underlying insurance" or this policy that limits the amount such loss or damage that can contribute to the "ultimate net loss"

2. "Underlying Insurance" means the insurance policy(ies) identified in the Schedule of Underlying Insurance, consisting of the Lead Underlying Primary Insurance Policy and any other insurance policy(ies) that comprise the Total Underlying Insurance Limit(s) over which this policy is excess, as identified in the Schedule of Underlying Insurance.

3. "Occurrence" means any one direct physical loss or damage or a series of direct physical losses or damages arising out of one event which occurs during the policy period for this policy.

4. **“Covered Locations”** means locations owned by the Insured that are identified in the most recent Schedule of Covered Locations accepted by and on file with the Company as of the effective date of this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM ENDORSEMENT

Percentage of Premium retained (Minimum Earned Premium)	50%

It is understood and agreed that the following terms and conditions apply to this Policy:

If this policy is cancelled by the first Named Insured, any return premium will be calculated as the greater of the Minimum Earned Premium, calculated as multiplying the percentage listed above by the premium listed on the Declarations page of this policy, or the premium amount determined under GENERAL CONDITIONS – CANCELLATION.

If this policy is cancelled by the Company for Non-Payment of Premium, any return premium will be calculated as the greater of the Minimum Earned Premium, calculated as multiplying the percentage listed above by the premium listed on the Declarations page of this policy, or the premium amount determined under GENERAL CONDITIONS – CANCELLATION.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL LOSS ENDORSEMENT

It is understood and agreed that the following terms and conditions apply to this Policy:

It is understood and agreed that in the event of a total constructive loss to the Covered Locations by a peril covered under this policy, there shall be no return premium in the event of cancellation.

For the purposes of this endorsement, total constructive loss shall mean a loss where the cost to repair or replace the damaged covered location or property would exceed the actual cash value of the covered location or property at the time of loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

It is understood and agreed that the following terms and conditions apply to this Policy:

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon Messrs. Kaufman Dolowich & Voluck; Attn: Stefan Dandelles 11111 Santa Monica Blvd, Suite 850 Los Angeles, CA 90025, U.S.A. for all CA Accounts, and Kaufman Dolowich & Voluck; Attn: Stefan Dandelles 30 North La Salle St., Suite 1700, Chicago, IL 60602 for all non-CA accounts, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR AND CIVIL WAR EXCLUSION

It is understood and agreed that the following terms and conditions apply to this Policy:

Notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with OR occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, strike, riot, civil commotion, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARGIN CLAUSE ENDORSEMENT

It is understood and agreed that the following terms and conditions apply to this Policy:

In no event shall liability under this Policy arising out of any one occurrence for any one Building, any one Structure or Business Personal Property at any one location exceed 110% of the individually stated values for such property as shown in the latest Statement of Values or other documentation on file with the Company, nor shall liability exceed any specific Limit of Insurance applying to any insured loss, coverage or location(s).

If, at the time of loss, the values shown on the latest Statement of Values or other documentation on file with the Company are not individually stated for each Building, each Structure or Business Personal Property at each location:

1. The value for each Building and Structure will be developed by multiplying the reported Building and Structure values that includes the value of the individual Building or Structure that is damaged, by the proportion that the square footage of that individual Building or Structure bears to the total square footage of all Buildings and Structures contemplated in that reported Building and Structure value.
2. The value of Business Personal Property at each location will be developed by multiplying the reported Business Personal Property value that includes the value of Business Personal Property at the individual location of damage, by the proportion that the square footage of all Buildings and Structures at that individual location bears to the total square footage of all Buildings and Structures at all locations contemplated in that reported Business Personal Property value.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-DAMAGED CRITICAL INFRASTRUCTURE INTERRUPTION

It is understood and agreed that the following terms and conditions apply to this Policy:

Notwithstanding any provision to the contrary within this policy, this policy, subject to other terms and conditions herein, only covers Contingent Business Interruption coverage (including but not limited to extensions for Suppliers, Customers, Public Utilities, Service Interruption) for physical damage to tangible property on the premises of the respective supplier, customer, public utility, provided caused by an insured peril.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

It is understood and agreed that the following terms and conditions apply to this Policy:

1. Notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

   2.1. for a Communicable Disease, or
   2.2. any property insured hereunder that is affected by such Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

   3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
   3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
   3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION

It is understood and agreed that the following terms and conditions apply to this Policy:

Notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with

(a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

(b) any legal liability of whatsoever nature

Directly or indirectly caused by or contributed to by or arising from

(a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION

It is understood and agreed that the following terms and conditions apply to this Policy:

Notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LAND AND WATER CONTAMINANT OR POLLUTANT CLEANUP, REMOVAL AND DISPOSAL EXTENSION (LMA5155)

It is understood and agreed that the following terms and conditions apply to this Policy:

In consideration of the premium paid, and subject to the Exclusions, Conditions and Limitations of the Policy to which this Extension is attached, this Policy is extended to cover the reasonable and necessary cost for the clean-up, removal and disposal of contaminants or pollutants from uninsured property consisting of land, water or any other substance in or on land at the insured location if the release, discharge or dispersal of contaminants or pollutants is a direct result of physical loss or damage to insured property by a peril insured against under this Policy occurring during the period of this Policy.

This Policy does not cover the cost to clean-up, remove and dispose of contaminants or pollutants from such property:

(i) at any location insured for personal property only;

(ii) at any property insured under any automatic acquisition, newly acquired property, errors and omissions or miscellaneous unnamed location or similar coverage as may be provided by this Policy;

(iii) when the Insured fails to give written notice of loss to the Underwriters within 180 days after the insured physical loss or damage.

The Underwriters shall not be liable under this Extension for more than the sub-limit of USD 1,000,000 in respect of any one Occurrence and in the aggregate for the period of this Policy, which shall be part of and not in addition to the policy limit.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SANCTION LIMITATION EXCLUSION

It is understood and agreed that the following terms and conditions apply to this Policy:

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

APPLICATION OF SUBLIMITS ENDORSEMENT

It is understood and agreed that the following terms and conditions apply to this Policy:

1. Application to Insured Interests. Each sublimit stated in this policy applies as part of, and not in addition to, the overall policy limit for an occurrence insured hereunder. Each sublimit is the maximum amount potentially recoverable from all insurance layers combined for all insured loss, damage, expense, time element or other insured interest arising from or relating to that aspect of the occurrence, including but not limited to type of property, construction, geographic area, zone, location, or peril.

2. Application within Perils. If insured under this policy, any sublimit for earthquake, earth movement, flood, windstorm, named storm, or named windstorm is the maximum amount potentially recoverable from all insurance layers combined for all insured loss, damage, expense, time element or other insured interest arising from or relating to such an occurrence. If flood occurs in conjunction with a windstorm, named storm, named windstorm, earthquake or earth movement, the flood sublimit applies within and erodes the sublimit for that windstorm, named storm, named windstorm, earthquake or earth movement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

(RE)INSURERS LIABILITY CLAUSE

It is understood and agreed that the following terms and conditions apply to this Policy:

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

Although reference is made at various points in this clause to “this contract” in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICROORGANISM EXCLUSION – ABSOLUTE

It is understood and agreed that the following terms and conditions apply to this Policy:

Notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense, or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with:

mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless where there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in the policy that provides insurance, in whole or in part, for these matters.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS ENDORSEMENT

It is understood and agreed that the following terms and conditions apply to this Policy:

A. This Policy only insures asbestos physically incorporated in an insured building or structure, and then only that part of the asbestos which has been physically damaged during the period of insurance by one of these Listed Perils:

fire; explosion; lightning; windstorm; hail; direct impact of vehicle, aircraft or vessel; riot or civil commotion, vandalism or malicious mischief; or accidental discharge of fire protective equipment.

This coverage is subject to each of the following specific limitations:

1. The said building or structure must be insured under this Policy for damage by that Listed Peril.
2. The Listed Peril must be the immediate, sole cause of the damage of the asbestos.
3. The Assured must report to Underwriters the existence and cost of the damage as soon as practicable after the Listed Peril first damaged the asbestos. However, this Policy does not insure any such damage first reported to the Underwriters more than 12 (twelve) months after the expiration, or termination, of the period of insurance.
4. Insurance under this Policy in respect of asbestos shall not include any sum relating to:

   (i) any faults in the design, manufacture or installation of the asbestos;

   (ii) asbestos not physically damaged by the Listed Peril including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.

B. Except as set forth in the foregoing Section A, this Policy does not insure asbestos or any sum relating thereto.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY CYBER AND DATA EXCLUSION

It is understood and agreed that the following terms and conditions apply to this Policy:

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

   1.1. Cyber Loss;
   1.2. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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

3. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

4. **Cyber Loss** means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

5. **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

6. **Cyber Incident** means:

   6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
   6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

7. **Computer System** means:

   7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

8. **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM EXCLUSION ENDORSEMENT (INSURANCE)

It is understood and agreed that the following terms and conditions apply to this Policy:

Notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.
If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED - NOT PURCHASED

It is understood and agreed that the following terms and conditions apply to this Policy:

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

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

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

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