

- "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."
- "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."
- "COVERAGE DOES NOT APPLY TO LOSSES CAUSED BY HURRICANE OR WINDSTORM"

FLDISCL

EXCESS FLOOD INSURANCE

Authority Ref#
B0429BA2300986

Certificate No.
FLEX0909012821-00

1 Name & Mailing Address of the Assured:
WHITLEY BAY CONDOMINIUM
93 DELANNOY AVE
COCOA, FL 32922

Customer No.: 5141594
Property Address (if other than mailing address):
93 DELANNOY AVE
COCOA, FL 32922

2 Effective From 04/21/2023 To 04/21/2024 Both days at 12:01 a.m. standard time

3 Insurance is effective with certain Underwriters at Lloyd's London Percentage – **100 %**
(Per attached Schedule of Syndicates)

| 4 Amount | Coverage | Premium |
|-----------------|---|----------|
| \$ 4,990,019.00 | 1. Building Excess Flood Insurance (as per Form FLEX-003) | \$ 4,990 |
| \$ 0.00 | 2. Contents Excess Flood Insurance (as per Form FLEX-003) | \$ 0 |
| \$ 0.00 | 3. Business Income & Extra Expense | \$ 0 |
| \$ 0.00 | 4. Additional Living Expense | \$ 0 |

Annual Premium: \$ 4,990.00
Policy Fee: \$ 35.00
Surplus Lines Tax: \$ 248.24
SERVICE FEE: \$ 3.02
Total Amount: \$ 5,276.26

FLOOD ZONE: AE
Minimum Earned Premium: \$ 1,248.00

5 Special Conditions:
This insurance applies to the property described above and for which a coverage amount and premium are stated, and is subject to the following forms:
LMA5401,FLDISCL, FLEX-003, LMA5020, LMA5021, L.S.W. 1001, N.M.A. 1191, N.M.A. 2340 (Amended), LSW1135b, NMA 2920 (Amended), NMA 2962, N.M.A. 464, LMA3100, SLC-3 (USA)

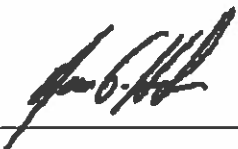
Deductible: The Insurer's liability shall attach only to each and every loss in excess of the deductibles stated herein. **BUILDING: \$ 16,000,000 CONTENTS: N/A BUSINESS INCOME & EXTRA EXPENSE DEDUCTIBLE: N/A ADDITIONAL LIVING EXPENSE DEDUCTIBLE: N/A**

6 Service of Suit may be made upon: Lloyd's America, Inc., Attn: Legal Department, 280 Park Avenue, East Tower, 25th Floor, New York, NY 10017. For Claims, call Precise Adjustments (800) 627-7601 | 625 Fair Oaks Ave. Ste 290, S. Pasadena, CA 91030. FloodClaims@preciseadjustments.com. For all other inquiries, please call your Producer.

Dated: 04/27/2023

Producer: THOMAS WALTER EGAN 7301 W. PALMETTO PARD RD, STE 110-B BOCA RATON, FL 33433
Surplus Lines Broker:
NORMAN G. HEINRICH (A115595) 9200 S. DADELAND BLVD, STE 409 MIAMI, FL 33156

Countersignature:



WNC INSURANCE SERVICES, INC.

By: 
Authorized Representative

See FLDISCL form.

LLOYD'S OF LONDON
SCHEDULE OF SYNDICATES
(UNDER AUTHORITY REFERENCE B0429BA2300986)

| Participation (Percentage) | Syndicate Number |
|-------------------------------|---------------------|
|-------------------------------|---------------------|

| | |
|----------|------|
| 80.0000% | 0510 |
|----------|------|

| | |
|----------|------|
| 20.0000% | 1880 |
|----------|------|

| |
|----------------------------------|
| Total 100.0000% |
|----------------------------------|



Lloyd's Certificate

This Insurance is effected with certain Underwriters at Lloyd's, London.

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Assured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

The Correspondent issuing this Certificate is:

WNC INSURANCE SERVICES, INC.
899 EL CENTRO STREET
SOUTH PASADENA, CA 91030

CERTIFICATE PROVISIONS

- Signature Required.** This certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
- Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
- Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
- Service of Suit Clause.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Assured, 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 Mendes and Mount, 750 Seventh Avenue, New York, NY 10019-6829, 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 request of the Assured to give a written undertaking to the Assured 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 have designated the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his 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 Assured or any beneficiary arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or true copy thereof.
- Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
- Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
- Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

Short Rate Cancellation Table For Term of One Year.

| Days Insurance in Force | Per Cent of One Year Premium | Days Insurance in Force | Per Cent of One Year Premium | Days Insurance in Force | Per Cent of One Year Premium | Days Insurance in Force | Per Cent of One Year Premium |
|-------------------------|------------------------------|-------------------------|------------------------------|-------------------------|------------------------------|-------------------------|------------------------------|
| 1 | 2% | 66 - 69 | 30 | 154 - 156 | 54 | 256 - 260 | 77% |
| 2 | 3 | 70 - 73 | 31 | 157 - 160 | 54 | 261 - 264 | 78 |
| 3 | 4 | 74 - 77 | 32 | 161 - 164 | 55 | 265 - 269 | 79 |
| 4 | 5 | 78 - 81 | 33 | 165 - 167 | 56 | 270 - 273 (9 mos.) | 80 |
| 5 | 6 | 82 - 85 | 34 | 168 - 171 | 57 | 274 - 278 | 81 |
| 6 | 7 | 86 - 89 | 35 | 172 - 175 | 58 | 279 - 282 | 82 |
| 7 | 8 | 90 - 93 | 36 | 176 - 178 | 59 | 283 - 287 | 83 |
| 8 | 9 | 94 - 97 | 37 | 179 - 183 (6 mos.) | 60 | 288 - 291 | 84 |
| 9 | 10 | 98 - 101 | 38 | 183 - 187 | 61 | 292 - 296 | 85 |
| 10 | 11 | 102 - 105 | 39 | 188 - 191 | 62 | 297 - 301 | 86 |
| 11 | 12 | 106 - 109 | 40 | 192 - 196 | 63 | 302 - 305 (10 mos.) | 87 |
| 12 | 13 | 110 - 113 | 41 | 197 - 200 | 64 | 306 - 310 | 88 |
| 13 | 14 | 114 - 116 | 42 | 201 - 205 | 65 | 311 - 314 | 89 |
| 14 | 15 | 117 - 120 | 43 | 206 - 209 | 66 | 315 - 319 | 90 |
| 15 | 16 | 121 - 124 (4 mos.) | 44 | 210 - 214 (7 mos.) | 63 | 320 - 323 | 91 |
| 16 | 17 | 125 - 127 | 45 | 215 - 218 | 68 | 324 - 328 | 92 |
| 17 | 18 | 128 - 131 | 46 | 219 - 223 | 69 | 329 - 332 | 93 |
| 18 | 19 | 132 - 135 | 47 | 224 - 228 | 70 | 333 - 337 (11 mos.) | 94 |
| 19 | 20 | 136 - 138 | 48 | 229 - 232 | 71 | 338 - 342 | 95 |
| 20 | 21 | 139 - 142 | 49 | 233 - 237 | 72 | 343 - 346 | 96 |
| 21 | 22 | 143 - 146 | 50 | 238 - 241 | 73 | 347 - 351 | 97 |
| 22 | 23 | 147 - 149 | 51 | 242 - 246 (8 mos.) | 74 | 352 - 355 | 98 |
| 23 | 24 | 150 - 153 (5 mos.) | 52 | 247 - 250 | 75 | 356 - 360 | 99 |
| 24 | 25 | | | 251 - 255 | 76 | 361 - 365 (12 mos.) | 100 |

AMENDED AS PER POLICY CONDITIONS

- Rules applicable with terms less than or more than one year:
- If insurance has been in force for one year or less, apply the short rate table for annual insurance to be full annual premium determined as for insurance written for a term of one year.
 - If insurance has been in force for more than one year:
 - Determine full annual premium as for insurance written for a term of one year.
 - Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written.
 - Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

8. WHAT TO DO IF YOU HAVE A COMPLAINT

If you have a complaint about the insurance policy, a claim, or the service of Tokio Marine Highland, please put this in writing and send to:

Email: contactus@tmhighland.com
 or
 Address: 9200 S. Dadeland Blvd., Suite 409, Miami, FL 33156

WHAT TO DO IF YOU HAVE A COMPLAINT

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Email: contactus@tmhighland.com

or

Address: 9200 S. Dadeland Blvd. Suite 409 Miami, FL 33156

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached policy.

PROPERTY CYBER AND DATA EXCLUSION

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.

LMA5401

11 November 2019

FLEX 003 WNC Excess Flood Insurance Policy

This is your Excess Flood Insurance Policy. Together with your Declarations Page, it explains your coverages and other conditions of your insurance in detail.

This policy is a contract between you and us. **READ YOUR POLICY CAREFULLY** and keep it in a safe place.

Agreement

This Policy provides coverage for your house, condominium, building, other permanent structure, contents, or additions and alterations as shown in the Declarations Page caused by flood unless stated otherwise or if an exclusion applies.

We agree to provide the insurance described in this Policy in return for your premium and compliance with the Policy conditions.

This Policy is excess of the Primary Flood Insurance Policy with the NFIP, WYO company or the Self insured retained limits shown in the Declarations Page.

Definitions

In this Policy, we use words in their plain English meaning. Words with special meanings are defined in the part of the Policy where they are used. The defined terms used throughout the Policy are defined here:

Additions and alterations means your building additions, alterations, fixtures, improvements, installations, or items of real property that pertain to your condominium unit as defined in the Master Deed.

Application means your statement signed by you or your agent or broker in applying for this Policy. The application gives information we use to determine the eligibility of the risk, the kind of Policy to be issued, and the correct premium payment. By acceptance of this Policy, you agree that the statements in the application are your representations, that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between you and us, or any of our agents relating to this insurance.

Basement means any area of a house, condominium, or other permanent structure including any sunken room or sunken portion of a room, having its floor below ground level (sub grade) on all sides.

Real Property In a Basement or Enclosure means any finished flooring, wall coverings, crown molding, cabinetry or anything permanently attached to the floors, walls or ceiling.

Business means any employment, trade, occupation, profession, or farm operation including the raising or care of animals.

Condominium means a form of ownership of real property in which each unit owner also has an undivided interest in common elements.

Condominium association means the entity made up of the condominium unit owners responsible for the maintenance and operation of common elements, owned in undivided shares by condominium unit owners and other real property in which the condominium unit owners have use rights, where membership in the entity is a required condition of condominium unit ownership.

Contents means personal property you, a family member, a guest or your domestic worker owns or possesses located in a house, condominium or other permanent structure shown in the Declarations Page or located in a building owned in common by the unit owners of the condominium association.

Definitions

(continued)

Declarations Page means the most recent Declarations Page we issued to you, including any endorsements.

Emergency Program means the initial phase of a community's participation in the National Flood Insurance Program (NFIP).

Family member means your relative who lives with you, or any other person under 25 in your care or your relative's care who lives with you.

Flood means:

- a general and temporary condition of partial or complete inundation of two or more acres of normally dry land area or of two or more properties (at least one of which is your property) from:
 - overflow of inland or tidal waters;
 - unusual and rapid accumulation or runoff of surface waters from any source;
 - mudflow,
 - collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a flood as defined above.

Occurrence means a loss or accident to which this insurance applies which begins within the policy period. Continuous or repeated exposure to substantially the same general conditions is considered to be one occurrence.

An occurrence also means any flood which begins within any period of 72 consecutive hours of rising or overflow of any river or stream and the subsidence of same within the banks of such river(s) or stream(s).

House means a fully enclosed structure, with a fully secured roof, that is the main dwelling at the location shown in the Declarations Page. Materials and supplies owned by you inside a fully enclosed structure at the location shown in the Declarations Page for use in the construction, alteration, and repair of your house are considered part of your house. House also means a detached garage at the location shown in the Declarations Page.

Building means a structure with two or more outside rigid walls and a fully secured roof that is affixed to a permanent site; Building does not mean a gas or liquid storage tank or a recreational vehicle, park trailer, or other similar vehicle.

Master Deed means the instrument used to convert a single property into a scheme of individually owned units in a multi-unit building that shares ownership in common areas.

Mudflow means a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water. Other earth movements, such as landslide, slope failure, or a saturated soil mass moving by liquidity down a slope, are not mudflows.

National Flood Insurance Program (NFIP) means the program of flood insurance coverage and floodplain management administered under the National Flood Insurance Act of 1968 and any amendments to it, and applicable Federal regulations in Title 44 of the Code of Federal regulations, Subchapter B.

Policy means your entire Excess Flood Insurance Policy, including the Declarations Page, Application, and amendments and policy forms.

Pollutants mean substances that include, but are not limited to, any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste.

Definitions

(continued)

Primary underlying insurance means the standard flood insurance policy, Dwelling Form, General Property Form or RCBAP policy form issued by or available from the primary underlying insurer pursuant to the National Flood Insurance Act of 1968, including any amendments, replacements, endorsements or renewals in the maximum amount of coverage available for purchase from the NFIP at the inception date or the renewal date of this excess flood policy.

Primary underlying insurer(s) means the Federal Emergency Management Association or any other issuer of a National Flood Insurance Program (NFIP) policy including a Write Your Own (WYO) insurance company issuing the primary underlying insurance.

Waste includes materials to be disposed of, recycled, reconditioned or reclaimed.

We and **us** mean the insurance company named in the Declarations Page.

You and **Your** means an entity or a person named in the Declarations Page, and a spouse who lives with that person.

Payment for a Loss

Amount of coverage

The amounts of coverage for covered property for each Occurrence are shown in the Declarations Page. For each Occurrence, we will pay up to the amounts of coverage shown in the Declarations Page.

Self Insured Retained Limits

The Self Insured Retained Limits are shown in the Declarations Page. We will not be liable unless and until the amount of the loss covered under the underlying primary insurance exceeds the greater of:

- the Self Insured Retained Limits shown in the Declarations Page, or
- the maximum amount of coverage available for purchase from the underlying primary insurance (NFIP) at the time of the loss.

When no underlying primary insurance exists, the extent of such coverage will be determined as if the underlying primary insurance had been purchased. We will determine whether the amount of the loss exceeds the greater of:

- the Self Insured Retained Limits shown in the Declarations Page, or
- the maximum amount of coverage available for purchase under the underlying primary insurance at the inception date or the most recent renewal date of this excess flood Policy.

We will not make any payments until the underlying primary insurer(s) have paid their full policy limits for the covered property, or until we have determined that the underlying primary insurance is nonexistent or uncollectible. In no event shall our Policy assume the responsibilities or obligations of the Primary Insurer or drop below the Self Insured Retained Limits.

Deductible: There is no separate Deductible for this Policy, the Deductible is the primary policy or the Self Insured Retained Limits stated on the Declarations page.

Payment basis for houses buildings and other permanent structures

Replacement Cost Basis. If the covered property shown in the Declarations Page is a house, building or other permanent structure, the payment basis is replacement cost payment basis, and we will pay the reconstruction cost:

- up to the amount of coverage for your house or building shown on the declarations page; or
- up to the amount of coverage for your condominium or other permanent structure shown on the declarations page.

Payment for a Loss

(continued)

We will pay no more than the actual cash value of the damage until actual repair or replacement is complete.

If you have a covered loss to your house, building, condominium or other permanent structure, and do not begin to repair, replace or rebuild the lost or damaged property within 180 days from the date of loss, we will only pay the actual cash value of the loss.

"Actual cash value" means the cost to replace the covered property less depreciation, or the amount required to repair the damage, whichever is less, up to the amount of coverage.

"Reconstruction cost" means the lesser of the amount required at the time of loss to repair, replace or rebuild, at the same location, your house, building, condominium or any other permanent structure, using like design, and materials and workmanship of comparable kind and quality.

"Reconstruction cost" does not include any amount required for:

- the excavation, replacement or stabilization of land under or around your house, building or any other permanent structure; or
- conforming to any law or ordinance that regulates the repair, replacement, rebuilding or demolition of your house, building or any other permanent structure.

Payment basis for contents and additions and alterations

Replacement cost payment basis If the covered property shown in the Declarations Page is Contents or Additions and Alterations, the payment basis is replacement cost, and we will pay the full cost to replace the contents or additions and alterations without deduction for depreciation, or the amount required to repair the damage, whichever is less, up to the amount of coverage shown on the declarations page.

However, for contents which are obsolete or unusable for the purpose for which they were originally intended because of their age or condition prior to the covered loss, the payment basis will be actual cash value.

Pairs, sets, and parts. If the covered loss is to part of a pair or set, or larger unit, we have the option to pay either:

- an amount equal to the cost of replacing the lost, damaged, or destroyed article, less depreciation; or
- an amount that represents the fair proportion of the total value of the pair or set that the lost, damaged, or destroyed article bears to the pair or set.

In all cases, we will not pay more than the value of the part that is lost, damaged, or destroyed

Payment basis for loss of use of houses buildings and other permanent structures

Additional Living Expense. If the covered property shown in the Declarations Page is a house, building or other permanent structure, where you reside, and it is not fit to live in due to a loss covered under this policy, we cover any reasonably necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living. Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

Fair Rental Value. If the covered property shown in the Declarations Page is a house, building or other permanent structure, rented to others or held for rental by you, and is not fit to live in due to a loss covered under this policy, we cover the fair rental value of such premises less any expenses that do not continue while it is not fit to live in. Payment will be for the shortest time required to repair or replace such property. We do not cover loss or expense due to cancellation of a lease or agreement.

Civil Authority Prohibits Use. If a civil authority prohibits you from use of the covered property shown in the Declarations Page as a result of direct damage to neighboring premises by a Flood, we cover the loss as either an Additional Living Expense or a Fair Rental Value, per the terms above, for no more than two weeks following the 15 Day waiting period.

Payment for a Loss

(continued)

Special limits

1. **Special Limits.** We will pay no more than \$2,500 for any loss to one or more of the following kinds of personal property:
 - a. Artwork, photographs, (either stored electronically or as a hard copy), collectibles, or memorabilia, including but not limited to, porcelain or other figures, and sports cards;
 - b. Rare books or autographed items;
 - c. Jewelry, watches, precious and semiprecious stones, or articles of gold, silver, or platinum;
 - d. Furs or any article containing fur which represents its principal value.
 - e. Personal Property used in any business.
2. We will pay only for the functional value of antiques
3. **Loss of use.** The maximum amount we will pay for loss of use, noted above, combined for each occurrence is the amount of coverage for loss of use shown in the Declarations Page for the property where the loss occurs. If no limits are shown, this Policy does not cover loss of use. Because there is a 15 Day waiting period applicable to this coverage limit, there is no coverage for loss of use, whether paid or incurred, during the first 15 days following the loss.

Property Not Covered

We do not cover any loss to the following types of property:

Property not covered. We do not cover any loss to the following types of property:

- contents that are not inside a fully enclosed structure;
- contents in a house, building, other permanent structure, or a condominium unless that house, building, other permanent structure, or condominium is shown in the Declarations Page;
- Contents in a basement or enclosure below the lowest living floor;
- Real property in a basement or enclosure below the lowest living floor;
- land, lawns, trees, shrubs, plants, and growing crops;
- aircraft or watercraft or their furnishings or equipment;
- a structure, or any contents in it, located entirely in, on, or over water or seaward of mean high tide;
- boat houses or other open structures into which boats are floated, or any contents located within these structures;
- those portions of walks, walkways, decks, driveways, patios, and other surfaces, all whether protected by a roof or not, located outside the exterior walls of the insured house or other permanent structure or the structure in the which the condominium is located;

Property Not Covered

(continued)

- fences, retaining walls, seawalls, bulkheads, wharves, piers, bridges, and docks;
- hot tubs and spas that are not bathroom fixtures, and swimming pools, and their equipment, such as, but not limited to, heaters, filters, pumps, and pipes, wherever located;
- outdoor ponds, streams or fountains;
- water, except water which is normally contained within any type of tank or household plumbing system;
- underground structures and equipment, including wells, septic tanks or systems, or lawn sprinkler systems;
- property you own in common with other homeowners or condominium owners comprising the membership of a homeowners or condominium association;
- animals, birds, or fish;
- legal tender, bank notes, stored value cards, bullion, gold, silver, platinum, or tokens, securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports or tickets;
- trailers;
- grave markers or mausoleums;
- firing guns, firearms and their accessories, other than as provided under the Special limits for certain categories of contents; or
- motorized land vehicles. But we do cover the following motorized land vehicles that are not designed for or required to be registered for use on public roads while inside a fully enclosed structure at the residence premises:
 - motorized land vehicles used solely on and to service a residence premises shown in the Declarations Page,
 - motorized land vehicles used to assist the disabled, or
 - golf carts.

Exclusions

These exclusions apply to your Policy unless stated otherwise.

The words "caused by" mean any loss that is contributed to, made worse by, or in any way results from that peril.

Exclusions

(continued)

Earth movement and earthquake. We do not cover any loss caused by earth movement including volcanic eruptions, landslides, land subsidence, sinkholes, destabilization or movement of land that results from accumulation of water in subsurface land areas, or gradual erosion. But we do provide coverage for losses from mudflow and land subsidence as a result of erosion that are specifically described under the definition of flood.

Fire, lightning, and explosion. We do not cover any loss caused by fire, lightning or explosion.

Wind or hail. We do not cover any loss caused by wind or hail.

Pressure or weight of water. We do not cover any loss caused by freezing, thawing, or the pressure or weight of water, ice, or snow, unless there is a flood in the area and the flood is the proximate cause of the damage from the pressure or weight of water.

Discharge, overflow or backup. We do not cover any loss caused by the discharge, leakage, seepage, overflow or backup from within a plumbing system, sump, sump pump or other related equipment, sewer or drain unless there is a flood and the flood is the proximate cause of the damage from the discharge, overflow or backup.

Ground water. We do not cover any loss caused by water below the surface of the ground, including that which exerts pressure on or flows, seeps, or leaks through sidewalks, driveways, foundations, walls, basements or other floors, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors unless there is a flood and the flood is the proximate cause of the damage from the ground water.

Debris removal. We do not cover any expenses to remove:

- non-owned debris on or in insured property, or
- owned debris anywhere.

Law or ordinance. We do not cover any loss caused by the enforcement of any law or ordinance:

- regulating the construction, repair or demolition of your house, building or other permanent structure, other than as provided under the Rebuilding to code coverage on the underlying primary insurance, or
- the testing, monitoring, cleanup, removal, containment, treatment, detoxification or neutralization or in any way respond to or assess the effects of pollutants.

Loss avoidance measures. We do not cover any expenses you incur to protect your residence from a flood or imminent danger of flood. We also do not cover any expenses you incur to move property to protect it from flood or the imminent danger of flood.

Endangered property. We do not provide coverage for property removed from your residence because the residence is endangered by flood

Loss assessments. We do not cover your share of an assessment charged against you by your homeowners association or an assessment charged against you by your condominium association.

Already in progress. We do not cover any loss caused by any flood that is already in progress at the time and date the policy begins or increased coverage limits are added at your request. If the flood is due to the overflow of inland or tidal waters, then the flood is considered to begin when the water first overflows its banks.

Theft. We do not cover theft or attempted theft.

Intentional acts. We do not cover any loss caused intentionally by a person named in the Declarations Page, that person's spouse, a family member or a person who lives with you. We also do not cover any loss caused intentionally by a person directed by a person named in the Declarations Page, that person's spouse, a family member, or a person who lives with you, but we do provide coverage for you or a family member who is not directly or indirectly responsible for causing the intentional loss. An intentional act is one whose consequences could have been foreseen by a reasonable person.

Exclusions

(continued)

Computer error. We do not cover any cost to correct a malfunction, error, or deficiency in programming or instructions to a computer or in the computer itself.

We do not cover any loss caused by Water, Moisture, Mildew, or Mold damage that results primarily from any condition:

Substantially confined to the **dwelling, building, condominium or other permanent structure**; or

Including but not limited to:

- (1) Design, structural, or mechanical defects;
- (2) Failure, stoppage, or breakage of water or sewer lines, drains, pumps, fixtures, or equipment; or
- (3) Failure to inspect and maintain the property after a **flood** recedes;

Neglect. We do not cover any loss caused by your failure to use all reasonable means to protect property before, at, or after the time of a loss.

Power, heating or cooling failure. We do not cover any loss caused by power, heating, or cooling failure unless the failure results from direct physical loss by or from flood to power, heating, or cooling equipment situated at a location shown in the Declarations Page.

Acts of war. We do not cover any loss caused by war, undeclared war, civil war, insurrection, rebellion, revolution, warlike acts by a military force or personnel, any action taken in hindering or defending against any of these, the destruction or seizure of property for a military purpose, or any consequences of any of these acts regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss. If any act that is within this exclusion involves nuclear reaction, radiation, or radioactive contamination, this Acts of war exclusion supercedes the Nuclear or radiation hazard exclusion.

Nuclear or radiation hazard. We do not cover any loss caused by nuclear reaction, radiation, or radioactive contamination, whether controlled or uncontrolled, or any consequence of any of these, regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss.

General Conditions

These conditions apply to your policy in general, and to each coverage in it.

Policy period

The effective dates of your Policy are shown in the Declarations Page. Those dates begin at 12:01 a.m. standard time at the mailing address shown. Each renewal period shall be for a similar term.

All coverages on this Policy apply only to occurrences that take place while this Policy is in effect.

Renewals

We may offer to renew this Policy, at the premiums and under the Policy provisions in effect at the date of renewal. We can do this by mailing you a notice of expiration and renewal offer to the address shown in the Declarations Page, along with any changes in the Policy provisions or amounts of coverage. If you do not accept our offer, this Policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal premium when due shall mean that you have not accepted our offer.

Transfer of rights

If we make a payment under this Policy, we will assume any recovery rights you have in connection with that loss, to the extent we have paid for the loss.

General Conditions

(continued)

All of your rights of recovery will become our rights to the extent of any payment we make under this Policy. You will do everything necessary to secure such rights; and do nothing after a loss to prejudice such rights. However, you may waive any rights of recovery from another person or organization for a covered loss in writing before the loss occurs.

Concealment or fraud

This Policy is void if you, a family member or your agent has:

- intentionally concealed or misrepresented any material fact,
- engaged in fraudulent conduct, or
- made false statements

relating to this Policy before or after a loss.

Suspension or restrictions

We are not liable for any loss that occurs while there is a hazard that is increased by any means within your control or knowledge.

Assignment

You cannot transfer your interest in this Policy to anyone else unless we agree in writing to the transfer.

Policy changes

This Policy can be changed only by a written amendment we agree to issue.

Bankruptcy or insolvency

We will meet all our obligations under this Policy regardless of whether you, your estate, or anyone else or his or her estate becomes bankrupt or insolvent.

In case of death

In the event of your death, we cover your legal representative or any person having proper temporary custody of your property until a legal representative is appointed and qualified, but only with respect to your premises and other property covered under the Policy at the time of death.

Property Conditions

Liberalization

We may extend or broaden the coverage provided by this Policy. If we do this during the policy period or within 60 days before it begins, without increasing the premium, then the extended or broadened coverage will apply to occurrences after the effective date of the extended or broadened coverage.

Conforming to trade sanction laws This Policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance

These conditions apply to all coverages for damage to property.

Other insurance

When other insurance applies to a covered loss, our coverage shall be in excess of the other insurance.

Your duties after a loss

If you have a loss this Policy may cover, you must perform these duties:

Notification. You must immediately notify us or your agent of your loss

Protect property. You must take all reasonable means that are necessary to protect property from further loss or damage.

Property Conditions

(continued)

Prepare an inventory. You must prepare an inventory of damaged property, describing the property in full. It should show in detail the amount insured under this Policy and the actual amount of the loss. Attach bills, receipts, and other documents to support your inventory.

Display property. You must show us the damaged property when we ask.

Salvage and Recoveries. All salvages, recoveries or payments recovered or received by you subsequent to a settlement under this policy shall be applied as if recovered and received prior to such settlement, and all necessary adjustments shall then be made between you and us.

Subrogation. If we make payment under this Policy, we shall be subrogated to all your right to recovery against any person or organization, and you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. You shall do nothing before or after an occurrence giving rise to a loss to prejudice such rights of recovery. Because this Policy affords excess insurance, we recognize that your rights of recovery cannot always be exclusively subrogated to us, in which event we agree to cooperate with all interested parties (including you) in the subrogation and recovery. For any amounts recovered through subrogation or otherwise, all interested parties shall be reimbursed in reverse order, beginning with the highest limit of liability and continuing in such order until such recovery is exhausted. Expenses of obtaining such recovery shall be assessed proportionally to the amount recovered by each party.

Proof of loss. You must submit to us, within 60 days after we request, your signed, sworn proof of loss providing all information and documentation we request such as the cause of loss, inventories, receipts, repair estimates and other similar records.

Cooperation. You must cooperate with us in the investigation of the claim.

Examination under oath. We have the right to examine separately under oath, as often as we may reasonably require, you, family members and any other members of your household and have them subscribe the same. We may also ask you to give us a signed description of the circumstances surrounding a loss and your interest in it, and to produce all records and documents we request and permit us to make copies.

Insurable interest

We will not pay for any loss to property in which you or a family member does not have an insurable interest at the time of the loss.

If more than one person has an insurable interest in covered property, we will not pay for an amount greater than your interest, up to the amount of coverage that applies.

Abandoning property

You cannot abandon any property to us unless we agree to accept it, or to a third party unless we agree.

Carrier and bailees

We will not make any payments under this Policy to the benefit of any carrier or other bailee of damaged or lost property.

Special Conditions

In the event of conflict with any other conditions of your policy, these conditions supersede.

Legal action against us

You agree not to bring legal action against us unless you have first complied with all conditions of this Policy. You also agree to bring any action against us within one year of the date of the written denial of all or part of a claim

Special Conditions

(continued)

Appraisals

If you or we fail to agree on the amount of loss, you or we may demand an appraisal of the loss. Each party will select an appraiser within 20 days after receiving written request from the other. The two appraisers will select a third appraiser. If they cannot agree on a third appraiser within 15 days, you or we may request that the selection be made by a judge of a court having jurisdiction. Written agreement signed by any two of the three appraisers shall set the amount of the loss.

However, the maximum amount we will pay for a loss is the applicable amount of coverage even if the amount of the loss is determined to be greater by appraisal. Each appraiser will be paid by the party selecting the appraiser. Other expenses of the appraisal and the compensation of the third appraiser shall be shared equally by you and us. We do not waive our rights under this policy by agreeing to an appraisal.

Mortgagee

If a mortgagee is named in this Policy, any loss payable will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgagees.

If we deny your claim, that denial will not apply to a valid claim of the mortgagee, provided that the mortgagee:

- notifies us of any change in ownership, occupancy, or substantial change in risk of which the mortgagee is aware;
- pays any premium due under this policy on demand if you have neglected to pay the premium; and
- submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so.

Policy conditions relating to appraisals and legal action against us, apply to the mortgagee. If the policy is cancelled or not renewed by us, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.

If we pay the mortgagee for any loss and deny payment to you, then:

- our rights are subrogated to all rights of the mortgagee granted under the mortgage on the property; or
- at our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer from the mortgagee and all securities held as collateral to the debt.

Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

Nonrenewal

If we decline to renew all of this Policy or decline to renew coverage for a specific location shown in the Declarations Page, we will mail such nonrenewal to the mailing address shown in the Declarations Page before the Policy ends, within the timeframes required by law with any nonrenewal reasons required by law. We will obtain a proof of mailing.

Your cancellation

You may cancel this Policy at any time by returning it to us or notifying us in writing of the future date that the cancellation is to take effect.

Our cancellation

We may cancel all of this policy or cancel coverage for a specific location shown in the Declarations Page, subject to the following conditions.

Within 60 days. When this Policy has been in effect for less than 60 days, we may cancel with 30 days notice for any reason.

Special Conditions

(continued)

Nonpayment of premium. We may cancel this Policy with 10 days notice if you fail to pay the premium by the due date, regardless of whether the premium is payable to us, or to our agent.

Other cancellation reasons. We may cancel this Policy or cancel coverage for a specific location shown in the Declarations Page for any reason allowed by law.

Procedure

To cancel this Policy or cancel coverage for a specific location shown in the Declarations Page, we must notify you in writing. This notice will be mailed to you at the mailing address shown in the Declarations Page within the timeframes required by law with any cancellation reasons required by law. We will obtain a proof of mailing. This notice will include the date the cancellation is to take effect.

Earned premium

The total annual premium will be fully earned in the event of a claim which is likely to involve this Policy or a loss which may be covered by this policy. For cancellations during the Policy term:

- A 25% Minimum Earned Premium will apply.

Refund

In the event of cancellation by you or by us, we will refund any unearned premium on the effective date of cancellation, or as soon as possible afterwards. The unearned premium will be computed pro rata for the unexpired term for each part of the policy.

SERVICE OF SUIT CLAUSE (U.S.A.)

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

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 Lloyd's America, Inc., Attn: Legal Department, 280 Park Avenue, East Tower, 25th Floor, New York NY 10017, 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.

01/01/2020

LMA5020

Form approved by Lloyd's Market Association

APPLICABLE LAW (U.S.A.)

This Insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause (U.S.A.)

14/09/2005

LMA5021

Form approved by Lloyd's Market Association

SEVERAL LIABILITY NOTICE (INSURANCE)

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.

L.S.W. 1001

U.S.A.

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE -
PHYSICAL DAMAGE - DIRECT**

(Approved by Lloyd's Underwriters' Non-Marine Association)

This certificate does not cover any loss or damage arising directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination however such nuclear reaction nuclear radiation or radioactive contamination may have been caused * NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination any loss or damage arising directly from that Fire shall (subject to the provisions of this certificate) be covered EXCLUDING however all loss or damage caused by nuclear reaction nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

*NOTE. - If Fire is not an insured peril under this certificate the words "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.

7/5/59

N.M.A. 1191

U.S.A. & CANADA

LAND, WATER AND AIR EXCLUSION

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other ENDORSEMENT which forms part of this Policy), this Policy does not insure land (including but not limited to land on which the insured property is located), water or air, howsoever and wherever occurring, or any interest or right therein.

SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION

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

- a) any loss, damage, cost or expense, or
- b) any increase in insured loss, damage, cost or expense, or
- c) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

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

- a) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a "hazardous substance" by the United States Environmental Protection Agency or as a "hazardous material" by the United States Department of Transportation, or defined as a "toxic substance" by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety, or welfare of persons or the environment.

LLOYD'S PRIVACY POLICY STATEMENT

UNDERWRITERS AT LLOYD'S, LONDON

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in our possession.

CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

TERRORISM EXCLUSION ENDORSEMENT

Without prejudice to any other terms and conditions specified in this insurance, this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence of 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 organization(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.

NMA2920(Amended)

11/2005

Biological or Chemical Materials Exclusion

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection 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.

NMA2962

06/02/03

Form approved by Lloyd's Market Association (Non-Marine)

WAR AND CIVIL WAR EXCLUSION CLAUSE

(Approved by Lloyd's Underwriters' Non-Marine Association)

Notwithstanding anything to the contrary herein this Policy does not cover Loss or Damage directly or indirectly 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, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

1/1/38

N.M.A. 464

Sanction Limitation and Exclusion Clause

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.

LMA 3100
15 September 2010

LLOYD'S

One Lime Street London EC3M 7HA