

# Lloyd's Certificate

# **Effected Through**

This is to Certify that in accordance with the authorisation granted under the contract numbered B123021AWS1000 to the undersigned by certain Underwriters at Lloyd's, whose names and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract, and in consideration of the premium specified herein, the said Underwriters are hereby bound, each for his own part and not one for another, their Heirs, Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

The Underwriters hereby agree, to insure against loss including but not limited to associated expenses specified herein, if any, to the extent and in the manner herein provided.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate shall become void and all claim hereunder shall be forfeited.

IN WITNESS WHEREOF this certificate has been signed by

Date: August 30, 2021

# THE INSURED IS REQUESTED TO READ THE ENTIRE POLICY CAREFULLY AND INFORM THE INSURANCE BROKER NAMED BELOW IMMEDIATELY IF IT IS NOT CORRECT

Words and phrases which appear in this **Policy** in bold type have the special meanings specified in the Definitions section of this **Policy**.

Unless the context requires otherwise, words denoting the singular shall include the plural and vice versa.

The titles of paragraphs, sections, provisions, or endorsements of or to this **Policy** are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of this **Policy**.

POLICY NUMBER: MCD-210231 42-PDM-000231-01

1 Name of the Insured: Crystal Tower Condominium Association, Inc

and as stated or defined in the Policy/ies of the Overlying Insurers.

2. Address of the Insured: P.O. Box 346, Gulf Shores, AL 36547

3. **Policy Period**: From: May 25, 2021 to May 25, 2022 both days at the time as stated in

the Policy/ies of the Overlying Insurers.

4. **Perils Insured**: Named Storm and Wind Driven Rain Only (excluding Storm Surge)

**5.** The Property or Interest: Real Property;

Insured:

and as further defined in the 'Overlying Carrier Policy'

6. The Property is located or

contained at:

Per Schedule of Values on file with the Company

7. Limit of this Policy: This Policy shall pay the difference between the Deductible of the

Policy/ies of the Overlying Insurers as stated below, and the **Insured's Retention** set forth below, subject always to the Maximum Amount

Payable.

**8. Overlying Policy Details**: Certain Underwriters at Lloyds; Interstate Fire & Casualty Company;

(a) Insurer(s): Independent Specialty Insurance Company

(b) Policy Number(s): VNB-CN-0002447-02; VRN-CN-0002447-02; VRX-CN-0002447-02;

(c) Deductible(s) for the Perils VUX-CN-0002447-02

**Insured by this Policy:**3% of the TIV at each location, subject to a minimum deductible of

\$100,000 any one occurrence

**Insured's Retention:** \$25,000 per occurrence

The difference between 3% and \$25,000 per occurrence subject to a maximum of 10. Maximum Amount Payable:

\$1,178,600 per occurrence and in the annual aggregate under this Policy:

11. Law and Jurisdiction: This Policy shall be governed by the laws of the State of Alabama and

subject to the jurisdiction of a court of competent jurisdiction within the United States of America, as determined in accordance with the provisions

of General Condition K of Section IV of this Policy.

This contract is registered and delivered as a surp coverage under the Alabama Surplus Line Insurance La

Peninsula Insurance Bureau Surplus Lines Licensee: <u>Tomas E. Tio</u> 2842 Lent Road License Number: <u>0229815</u> 12. Notification of Claims to:

2842 Lent Road

Apopka, FL 32712

Alabama Premium: \$122,815.00

Fees: \$500.00

Surplus Lines Tax: \$7,398.90

13. Name and address of the AmWINS Brokerage of Georgia, LLC - Atlanta

3630 Peachtree Rd. NE, Suite 1700 Insurance Broker:

Atlanta, GA 30326

122,815+500 (Amwins Cat Modeling Fee) = 123,31514. Premium:

100% Minimum Earned Premium is deemed earned at

inception

# **Premium Payment Condition**

It is a condition of this Policy that the premium due at inception must be paid to and received by the Underwriter on or before midnight on 2021-05-25 00:00:00

If the Insured, or the Insurance Broker, fails to pay the premium due to the Underwriter by the date expressed above, this Policy will terminate on the aforementioned date with the Insured agreeing to pay premium calculated in accordance with the provisions of General Condition C of Section IV of this Policy.

The **Insured** will be the payee for any return premiums payable by the **Underwriter**.

15. Nominee for Service of Suit: Lloyd's America, Inc.

Attention: Legal Department

280 Park Avenue, East Tower, 25th Floor,

New York.

New York 10017

U.S.A.

For any Insured resident in California, then the following nominee for Service of Suit is applicable:

Foley & Lardner LLP 555 California Street, Suite 1700, San Francisco, California 94104-1520 U.S.A.

**16.** Time Element Coverage:

Not Included

(Section VI of this Policy)

[3]

#### THE UNDERWRITER

We 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
- 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.

[4]

# **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 the Insurance Broker stated in the Schedule who handled this insurance. We can provide a more detailed statement of **Our** privacy practices upon request.

# **SECTION I** Insuring Agreements

In consideration of full and proper payment of Premium as described in the Schedule, and subject to the Insuring Agreements, Definitions, Exclusions and General Conditions of this **Policy**, the **Underwriter** agrees as follows:

#### A. Insuring Agreement

To indemnify the **Insured** named in the Schedule in respect of direct physical loss of or damage to the property or interest described in the Schedule, while located or contained at the location or territory described in the Schedule, occurring during the **Policy Period** and caused by any of the Perils Insured stated in the Schedule, all as covered by and defined in the Overlying Policy/ies specified in the Schedule (hereinafter referred to as the "Policy/ies of the Overlying Insurers").

#### B. Limit of this Policy

This **Policy** shall pay the difference between the Deductibles of the Policy/ies of the Overlying Insurer(s) stated in the Schedule, and the **Insured's Retention**, subject always to the **Underwriter's** Maximum Amount Payable under this **Policy** not exceeding the amount stated in the Schedule.

For a loss to contribute to the Limit of this **Policy** and the **Insured's Retention**, such loss must be a loss that would be an admitted loss under the Policy/ies of the Overlying Insurers except for the Deductible provisions contained in such Policy/ies of the Overlying Insurers.

However, this **Policy** shall not cover any loss adjustment expenses incurred in preparing or certifying details of a claim. Nothing contained in the foregoing shall be construed however to deny the **Underwriter** the right to appoint, or agree to share in the appointment of, any Loss Adjuster in the investigation of any loss under this **Policy**.

#### C. Values Declared

The Premium for this **Policy** has been based upon a statement of values declared to and agreed by the **Underwriter** at inception.

If the values declared to the **Underwriter** are less than the correct values of each property or interest insured in this **Policy**, the **Underwriter** may reduce any recovery otherwise due under this **Policy** in the event of a claim.

# **SECTION II** Definitions

Whenever certain words are shown in bold type in this **Policy**, such terms are defined as follows, unless stated otherwise:

- A. Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 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
  - 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. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.
- B. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- C. 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.
- D. Cyber Incident means:
  - 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
  - 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**.
- E. 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.
- F. 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.
- G. Insured means the entity insured by this Policy and stated in the Schedule as the Insured.
- **H.** Insurance Broker means the person or firm who acts on behalf of the Insured with regard the insurance afforded by this Policy, and named for that purpose in the Schedule.

- I. Policy means the policy document comprising the Schedule, Our Privacy Policy Statement, its Insuring Agreements, Definitions, Exclusions, General Conditions and Complaints and Other Enquiries, and any Endorsement applicable thereto, issued by the **Underwriter** to the **Insured** for the **Policy Period**.
- J. Policy Period means the date and time when the insurance under this Policy starts and ends, as shown in the Schedule, unless this Policy is cancelled in accordance with the provisions of General Condition C of Section IV of this Policy.
- K. Retention means the amount which the **Insured** shall retain and not be insured by this **Policy** and stated as **Insured's Retention** in the Schedule.
- L. Terrorism means an act, including but not limited to the actual or threatened use of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organization or government, 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.
- M. Underwriter means AEGIS Syndicate 1225 at Lloyd's.
- N. Us / We / Our means AEGIS Syndicate 1225 at Lloyd's.
- O. You / Your means the person or company stated in the Schedule as the **Insured**.

This **Policy** incorporates by this reference, and is in all respects subject to, each of the Exclusions contained in the Policy/ies of the Overlying Insurers, and as may be added by Endorsement to this **Policy**.

Should any part of this **Policy** conflict with the Policy/ies of the Overlying Insurers, the terms of this **Policy** shall take precedent.

A. This **Policy** does not apply to, and the **Underwriter** is not liable to make any payment for, any claims directly or indirectly arising from or related to the following risks, regardless of any other contributing or aggravating cause or event that contributed concurrently or in any sequence to such claims:

# 1. Chemical or Biological Materials

any chemical, biological, bio-chemical materials, whether weaponized or not, or any electromagnetic weapon;

#### 2. Communicable Disease

a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease;

#### 3. Cyber Loss

any Cyber Loss;

### 4. Data

loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**;

#### 5. Pre-Existing Damage

any property or interest insured in this **Policy** where such property or interest has pre-existing damage, at the effective date of this **Policy**, and is considered by the **Underwriter** to be exposed to conditions which would not have been exposed had the previous loss not occurred;

### 6. Radioactive Contamination

nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused;

#### 7. Terrorism

any act of **Terrorism** or any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**;

### 8. War, Confiscation, Riot, Strike

 war, invasion or warlike operations (whether war be declared or not), act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, coup d'état, military or usurped power or martial law;

- b. confiscation, nationalisation, requisition, detention, legal or illegal occupation, embargo, quarantine, or any result of any order of public or government authority, which deprives the **Insured** of the use or value of the property or interest described in the Schedule, nor loss or damage arising from acts of contraband or illegal transportation or illegal trade, unless the order is given for the purpose of controlling loss or damage covered by this **Policy**;
- c. riot, strike, lockout, civil commotion, civil disturbance, vandalism or malicious mischief.
- B. This **Policy** does not apply to, and the **Underwriter** is not liable to make any payment for, the following types of loss, damage, or injury, whether caused or contributed to, in whole or in part, directly or indirectly, by risks otherwise insured under this **Policy** or any of its Extensions:

#### 1. Sanctions

the payment of any benefit under this **Policy**, to the extent that such payment would expose the **Underwriter** 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;

Failure to comply with any of these General Conditions could adversely affect the insurance provided by this **Policy** or any claim the **Insured** may make.

# A. Additional Named Insureds, Mortgagees and Loss Payees

This **Policy** includes the interest of additional Named Insureds, Mortgagees and Loss Payees as covered by and contained in the Policy/ies of the Overlying Insurers.

#### **B.** Application of Recoveries

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this **Policy** shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

#### C. Cancellation

This **Policy** may be cancelled by the **Insured** at any time by written notice or by surrender of this **Policy**.

This **Policy** may also be cancelled by or on behalf of the **Underwriter** by delivering to the **Insured**, or by mailing to the **Insured**, by registered, certified or other first class mail, at the **Insured's** address as stated in the Schedule, written notice stating when, not less than sixty (60) days thereafter, the cancellation shall be effective, except in respect of non-payment of premium when the date set forth in the Premium Payment Condition in the Schedule shall apply.

The mailing of such notice as aforesaid shall be sufficient proof of notice and this **Policy** shall terminate at the date and hour specified in such notice.

If this **Policy** shall be cancelled by the **Insured**, or by or on behalf of the **Underwriter**, the **Underwriter** shall retain the pro-rata proportion of the premium for the time during which this **Policy** has been in force, subject always to the amount stated in the Schedule as Minimum Earned Premium being deemed fully earned at inception.

Payment or tender of any unearned premium by the **Underwriter** shall not affect the effectiveness of cancellation but such payment shall be made as soon as practicable.

Notwithstanding anything contained in the foregoing to the contrary, if, during the **Policy Period**, there has been either a claim on the **Policy** or the **Underwriter** has been notified of an Occurrence that it deems likely to result in a claim, no refund of premium shall be provided.

# D. Currency and Payment of Premium

The Limit of this **Policy**, **Deductible**, premiums and other amounts as expressed in this **Policy** are in United States currency. Payment of premium shall be made by the **Insured** by the due date set forth in the Premium Payment Condition stated in the Schedule to the **Underwriter**. If the **Insured** fails to pay the premium due to the **Underwriter** by the due date set forth in the Premium Payment Condition stated in the Schedule, the **Underwriter** may issue notice of cancellation to the **Insured** in accordance with the provisions of the Premium Payment Condition in the Schedule. The **Insured** will be the payee for any return premium payable by the **Underwriter**.

Where any premium is outstanding at the time of settlement of a loss relating to the property or interest insured in this **Policy**, the **Underwriter** may deduct it from the amount payable.

#### E. Disclosure and Material Changes

By accepting this **Policy** and in setting the terms and premium, the **Underwriter** has relied in the information given to them by the **Insured**.

In the event the **Insured** become aware that information the **Insured** has given the **Underwriter** is inaccurate or has changed, the **Insured** must inform the **Insurance Broker** as soon as practicable.

When the **Underwriter** is notified that information the **Insured** previously provided is inaccurate, or of any changes to that information, the **Underwriter** will tell the **Insured** if this affects the insurance under this **Policy**. For example, the **Underwriter** may amend the terms of this **Policy** or require the **Insured** to pay more for the insurance under this **Policy** or cancel the insurance under this **Policy** in accordance with General Condition C of this **Policy**.

If the **Insured** fails to notify the **Underwriter** that information the **Insured** had provided is inaccurate, or the **Insured** fails to notify the **Underwriter** of any changes, the insurance under this **Policy** may become invalid and the **Underwriter** may not pay the **Insured's** claim, or any payment could be reduced.

#### F. False or Fraudulent Claim

If the **Insured**, or anyone acting on their behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, or use any fraudulent devices in support of any claim, this **Policy** will become invalid. This means the **Underwriter** will not pay the false or fraudulent claim, or any subsequent claim.

#### G. Invalidity or Unenforceability

In the event that any provision of this **Policy** is found by a court of competent jurisdiction to be invalid or unenforceable, the other provisions of this **Policy** and the remainder of the provision in question shall not be affected thereby and shall remain in full force and effect.

# H. Maintenance of Overlying Insurance

In respect of the Perils Insured as stated in the Schedule, this **Policy** is subject to the same terms, definitions and conditions (except as regards the premium, the amount and limits of liability, any Deductible provision, and the renewal agreement, if any, and except as otherwise provided elsewhere in this **Policy**) as are contained in or as may be added to the Policy/ies of the Overlying Insurers prior to the happening of an Occurrence for which claim is made under this **Policy**.

It is a condition of this **Policy** that the Policy/ies of the Overlying Insurers shall be maintained in full effect during the currency of this **Policy**.

### I. Notification of Claims

The **Insured** shall, upon knowledge of any Occurrence which may give rise to a claim under this **Policy**, give immediate written advice thereof to the **Underwriter** through the person or firm named for that purpose in the Schedule.

# J. Policy Modification

The **Insured** and the **Underwriter** may request changes to this **Policy**. This **Policy** can be changed only by Endorsement issued by the **Underwriter** and made a part of this **Policy**.

Notice to any agent or to the **Insurance Broker**, or knowledge possessed by any agent or the **Insurance Broker**, or by any other person shall not be held to effect a waiver or change in any part of this **Policy**.

#### K. Service of Suit

It is agreed that in the event of the failure of the **Underwriter** to pay any amount claimed to be due under this **Policy**, the **Underwriter**, at the request of the **Insured**, 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 **Underwriter's** right 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 the person or firm stated for such purpose in the Schedule, and that in any suit instituted against any one of them upon this **Policy**, the **Underwriter** will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The person or firm stated in the Schedule are authorized and directed to accept service of process on behalf of the **Underwriter** in any such suit and/or upon the request of the **Insured** to give a written undertaking to the **Insured** that they will enter a general appearance upon the **Underwriter's** 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 therefor, the **Underwriter** hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Insured** or any beneficiary under this **Policy** arising out of this **Policy**, and hereby designate the person or firm stated in the Schedule as the person to whom the said officer is authorized to mail such process or a true copy thereof.

#### L. Third Party Rights

A person who is not a party to this **Policy** shall not have any rights to enforce any term of this **Policy**. This does not affect any other rights or remedy of a third party which exist, or which may exist.

# M. Valuation

The valuation of this **Policy** is Replacement Cost, as defined in the Policy/ies of the Overlying Insurers, except as may be provided in the Policy/ies of the Overlying Insurers.

Our aim is to ensure that all aspects of Your insurance are dealt with promptly, efficiently and fairly. At all times We are committed to providing You with the highest standard of service.

If you have any questions or concerns about Your insurance, You should contact the Insurance Broker.

If You remain unsatisfied or wish to make a complaint, You may contact Us at:

The Compliance Officer
AEGIS Managing Agency Limited
33 Gracechurch Street,
London EC3V 0BT
United Kingdom.

Email: <a href="mailto:complaints@aegislondon.co.uk">complaints@aegislondon.co.uk</a> Telephone: +44(0)20 7265 2100

Website: www.aegislink.com/portal/london/index.do

Please quote **Your** policy number and/or claim number as appropriate in any correspondence.

In the alternative, or if **You** are dissatisfied with the resolution of **Your** enquiry or **Your** complaint, **You** can do so at any time by referring the matter to the Complaints team at Lloyd's. The contact details are:

Lloyd's Complaints Department c/o Lloyd's America Inc. 280 Park Avenue, East Tower, 25<sup>th</sup> Floor, New York, New York 10017 U.S.A.

Email: <a href="mailto:complaints@lloyds.com">complaints@lloyds.com</a>
Telephone: 1-844-849-7828

Making a complaint does not affect Your right to take legal action.

The provisions of this Complaints and Other Enquiries section may be changed by an Endorsement issued by the **Underwriter** and made a part of this **Policy**, or by an attachment of a separate Notice to this **Policy**.

# **SECTION VI** Time Element Coverage Extension

This Extension is only applicable if marked as "Included" on the Schedule.

This **Policy** extends to cover Time Element coverages (as insured under the Policy/ies of the Overlying Insurers) consequent upon the loss or damage to the property or interest described in the Schedule.

The Limit of this **Policy** and the **Insured's Retention** as stated in the Schedule are inclusive of damage to Property and Time Element coverages.

01/01/2021 LSW1902

# **Contract Allocation - SRU-CA**

This Insurance is effected with certain insurance underwriters (hereinafter called the "Underwriters"). The following words shall be deemed to be synonymous: "Underwriters", "Insurers", and "Company".

The liability by each "Underwriter" on this contract with the Insured is limited to the participation amount shown in the schedule below. The liability of each separate contract listed and for each "underwriter" represented thereby for any loss or losses or amounts payable is several as to each and shall not exceed its participation percentage shown below and there is no joint liability amounts payable is several as to each and shall not exceed its participation percentage shown below and there is no joint liability of any "Underwriters" pursuant to this contract. An "Underwriter" shall not have its liability hereunder increased or decreased by reason of failure or delay of another "underwriter", its successors, assigns, or legal representatives. Any loss otherwise payable under the provisions of the attached policy that exceeds the allocation of "Risk" as defined herein shall be bourne proportionately by the contracts as to their limit of liability at the time and place of the loss bears to the total allocated limits herein.

This contract shall be constructed as a separate contract between the insured and each of the "Underwriters". This evidence of coverage consists of separate sections of a composite insurance for all Underwriter's at Lloyd's combined and separate policies issued by the insurance company(ies), all as identified below. This evidence of coverage does not constitute in any manner or form a joint certificate of coverage by Underwriters at Lloyd's with any other insurance company(ies).

In Witness whereof, the following "Underwriters" execute and attest these presents, and subscribe for the amount of insurance provided.

The security is as noted below

Contract #	Company Code	Policy #	Participation	Premium
B123021AWS1000 - Section 1	Lloyd's	MCD-210231	90%	\$110,534
	Berkshire	42-PDM-000231-01	10%	\$12,282

# CERTAIN UNDERWRITERS AT LLOYD'S, LONDON – Syndicate List

If Certain Underwriter's at Lloyd's, London are listed as security on the Contract Allocation Endorsement attached to the policy, the list of syndicates are shown below.

Syndicate Number	Syndicate Abbreviation	<u>Participation</u>			
1225	AES	45.0000%			
4444	CNP	12.9092%			
2015	CHN	7.5937%			
2623	AFB	6.2268%			
0033	HIS	4.6018%			
2987	BRT	4.1006%			
0318	CIN	3.0375%			
1618	KII	2.4300%			
4242	BEA	2.2780%			
0623	AFB	1.3668%			
2988	BRT	0.4556%			

# ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)

This Policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- (a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or
- (b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

17/12/97 NMA2802

#### SEVERAL LIABILITY NOTICE

LMA5096 (Combined Certificate) 7 March 2008

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

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA.

The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

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.

# **Policy Changes**

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

POLICY NUMBER(S): MCD-210231 42-PDM-000231-01	POLICY CHANGES EFFECTIVE: May 25, 2021 POLICY CHANGE NO.	COMPANY(S): Certain Underwriters at Lloyd's National Fire & Marine Insurance Company
NAMED INSURED: Crystal Tower Condominium As	sociation, Inc	AUTHORIZED REPRESENTATIVE:

It is hereby agreed and understood that the following change(s) are made to this policy:

1. Transmission and distribution lines are excluded beyond 1000 feet of the insured's premises.

ĄĆ	O	RD®				F	PROPERTY LO	OSS NOTIC	E		DATE (I	MM/DD/Y	YYY)	
AGENCY				INSURED LOCATION C	CODE DATE OF LOSS			S AND TIME		АМ				
									PROPERTY /	HOME POLICY				PM
								CARRIER	TROI ERTT	TIOME TOLIOT		NAIC C	ODE	
CONTACT NAME:	•							POLICY NUMBER						
PHONE (A/C, No, I	Ext):													
FAX (A/C, No):									FLOOD	POLICY				
E-MAIL ADDRESS	i:				_			CARRIER				NAIC CODE		
CODE:					S	UBCODE:		DOLICY NUMBER						
AGENCY	CUSTO	OMER ID:						POLICY NUMBER						
									WIND	POLICY				
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AGENCI CUSTOMER ID.
REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
APPLICABLE IN ALASKA
A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.
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APPLICABLE IN ARIZONA

For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

APPLICABLE IN ARKANSAS, DELAWARE, KENTUCKY, LOUISIANA, MAINE, MICHIGAN, NEW JERSEY, NEW MEXICO, NEW YORK, NORTH DAKOTA, PENNSYLVANIA, RHODE ISLAND, SOUTH DAKOTA, TENNESSEE, TEXAS, VIRGINIA, AND WEST VIRGINIA

Any person who knowingly and with intent to defraud any insurance company or another person, files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact, material thereto, commits a fraudulent insurance act, which is a crime, subject to criminal prosecution and [NY: substantial] civil penalties. In LA, ME, TN, and VA, insurance benefits may also be denied.

### APPLICABLE IN CALIFORNIA

For your protection, California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

#### **APPLICABLE IN COLORADO**

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

#### APPLICABLE IN THE DISTRICT OF COLUMBIA

Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

#### APPLICABLE IN FLORIDA

Pursuant to S. 817.234, Florida Statutes, any person who, with the intent to injure, defraud, or deceive any insurer or insured, prepares, presents, or causes to be presented a proof of loss or estimate of cost or repair of damaged property in support of a claim under an insurance policy knowing that the proof of loss or estimate of claim or repairs contains any false, incomplete, or misleading information concerning any fact or thing material to the claim commits a felony of the third degree, punishable as provided in S. 775.082, S. 775.083, or S. 775.084, Florida Statutes.

#### **APPLICABLE IN HAWAII**

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

#### **APPLICABLE IN IDAHO**

Any person who knowingly and with the intent to injure, defraud, or deceive any insurance company files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

#### **APPLICABLE IN INDIANA**

A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

#### **APPLICABLE IN KANSAS**

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

#### APPLICABLE IN MARYLAND

Any person who knowingly and [or]\* willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and [or]\* willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. \* [or] effective 01-01-2013

#### **APPLICABLE IN MINNESOTA**

A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

### **APPLICABLE IN NEVADA**

Pursuant to NRS 686A.291, any person who knowingly and willfully files a statement of claim that contains any false, incomplete or misleading information concerning a material fact is guilty of a felony.

#### **APPLICABLE IN NEW HAMPSHIRE**

Any person who, with purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

#### **APPLICABLE IN OHIO**

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

# APPLICABLE IN OKLAHOMA

WARNING: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

### APPLICABLE IN WASHINGTON

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.