

Policy Number:
17 0037798897 0 01

Policy Period:
4/24/26 - 4/24/27

Effective Date:
4/24/26

BUSINESSOWNERS DECLARATIONS PAGE

BANKERS INSURANCE COMPANY

PO Box 33060
St. Petersburg, FL 33733-8060
Phone: 1-800-627-0000
www.bankersinsurance.com

YOUR AGENCY

Phone: (985)892-3101
AUBERT INSURANCE AGENCY
PO BOX 1360
COVINGTON LA 70434

POLICYHOLDER INFORMATION

INC DAMMON ENGINEERING
554 OLD SPANISH TRL
SLIDELL LA 70458-4004

RECIPIENT INFORMATION

Insured

Form of Business: Organization

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy including the endorsements as indicated on the Forms and Endorsements section of this document.

YOUR PREMIUM

Property Coverage Premium	\$1,202.00
Liability Coverage Premium	\$384.00

Subtotal: \$1,586.00

Fees:

Inspection Fee	\$55.00
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Total Fees: \$55.00

TOTAL POLICY PREMIUM: \$1,641.00

Premiums do not include any 3rd party coverages you may have selected. See your invoice for details on the premium(s) for those coverages.

This document forms a part of, completes, and executes the referenced policy. The declarations or information pages, together with the forms and endorsements, if any, issued to form a part thereof, completes the policy. In witness thereof, the Company attests these documents as the entire contract of insurance, and executes same on behalf of the Company.

This policy shall not be valid unless also countersigned by the duly authorized Agent of this Company at the agency herein before mentioned, if required by state law.

CAROL ANN MILLER

Countersigned by Authorized Representative

3/05/26

Date



Policy Number: 17 0037798897 0 01

NOTICES:

FLOOD INSURANCE: YOU MAY ALSO NEED TO CONSIDER THE PURCHASE OF FLOOD INSURANCE. YOUR BUSINESSOWNER'S INSURANCE POLICY DOES NOT INCLUDE COVERAGE FOR DAMAGE RESULTING FROM FLOOD EVEN IF HURRICANE WINDS AND RAIN CAUSED THE FLOOD TO OCCUR. WITHOUT SEPARATE FLOOD INSURANCE COVERAGE, YOU MAY HAVE UNCOVERED LOSSES CAUSED BY FLOOD. PLEASE DISCUSS THE NEED TO PURCHASE SEPARATE FLOOD INSURANCE COVERAGE WITH YOUR INSURANCE AGENT.

CERTAIN COVERAGES WITHIN THIS POLICY MAY CONTAIN PROVISIONS THAT PLACE DEFENSE COSTS WITHIN THE APPLICABLE ANNUAL AGGREGATE COVERAGE LIMITS. READ YOUR POLICY CAREFULLY.



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LOCATION INFORMATION

PREM. NO.	Address:
1	554 OLD SPANISH TRL SLIDELL, LA 70458-4004

BUILDING INFORMATION

PREM. NO.	BLDG. NO.	Address:	Description of Operations:	Inflation Guard:
1	1	554 OLD SPANISH TRL SLIDELL, LA 70458-4004	OFFICE FOR ARCHITECT ENGI	NA

BUILDING CLASS CODES

PREM. NO.	BLDG. NO.	Class Code:	Class Description:	Class Type:
1	1	65121N	Office - Not Otherwise Classified	Primary Rate Class

BUILDING DETAIL

PREM. NO.	BLDG. NO.	Applicant Interest:	Year Of Construction:	Roof Year:	Sprinklered:	Square Footage:	Annual Revenue:
1	1	Tenant	1975	2005	No	3,600	\$600,000

PROTECTION SAFEGUARDS

PREM. NO.	BLDG. NO.	Code:	Alarm Description:
1	1	LA	LOCAL BURGLAR ALARM

POLICY DEDUCTIBLES

PREM. NO.	All Other Perils Deductible:	Windstorm or Hail Deductible:
1	\$2,500	3%

ADDITIONAL INSURED:

DESIGNATED PERSON OR ORGANIZATION

Name:	Address:	Waiver:
BROADMOOR LLC	2740 N ARNOULT RD METAIRIE, LA 70002-5991	Yes



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DESIGNATED PERSON OR ORGANIZATION

<u>Name:</u>	<u>Address:</u>	<u>Waiver:</u>
CITY OF SLIDELL	PO BOX 828 SLIDELL, LA 70459-0828	No
RCG-SLIDELL LLC	PO BOX 53483 ATLANTA, GA 30355-1483	No
SCHOOL BOARD ST TAMMANY PARISH	321 N THEARD ST COVINGTON, LA 70433-2835	No



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YOUR COVERAGES: Your Businessowners Policy is made of Policy Level, Location Level, and Building Level coverages. Coverage is provided only where limits and/or premiums are indicated.

COVERAGE	LIMITS	PREMIUM
General Business Liability		\$82
General Aggregate Limit	\$2,000,000	
Products-Completed Operations Aggregate Limit	\$2,000,000	
Personal And Advertising Injury Limit	INCLUDED	
Each Occurrence Limit	\$1,000,000	
Medical Expenses Limit	\$5,000	

POLICY LEVEL COVERAGES

COVERAGE	LIMITS	PREMIUM
Additional Insured Policy		\$190
Forgery or Alteration	\$2,500	
Hired Auto Liability	\$1,000,000	\$38
Non-Owned Auto Liability	\$1,000,000	\$73
Uninsured Motorist Bodily Inj	Excluded	

LOCATION LEVEL COVERAGES

PREM.

NO.	COVERAGE	LIMITS	PREMIUM
1	Bankers Property Enhancement		\$209

BUILDING LEVEL COVERAGES

PREM. BLDG.

NO.	NO.	COVERAGE	LIMITS	PREMIUM
1	1	Accounts Receivable On Prem	\$10,000	
1	1	Bus Income From Dependent Prop	\$5,000	
1	1	Business Income/Extra Expense 12 Months	\$120,000	\$706
1	1	Business Income (BI) Monthly Limit of Indemnity* 1/12 of BI Limit		
1	1	Building Replacement Cost	\$0	
1	1	Business Personal Property	\$35,000	\$287
1	1	Brd Cvg for Dmg to Prem Rented	\$50,000	
1	1	Valuable Papers On Premises	\$10,000	

*This is not additional insurance but rather applies to the distribution of the listed Business/Income Extra Expense limit shown above for Business Income. It does not apply to Extra Expense.

ADDITIONAL BASE COVERAGES

COVERAGE	LIMITS
Debris Removal	\$10,000
Pollutant Clean Up and Removal	\$10,000
Personal Effects	\$2,500



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ADDITIONAL BASE COVERAGES

<u>COVERAGE</u>	<u>LIMITS</u>
Silica Exclusion	
Supplementary Payments	
Terrorism Coverage	





BANKERS INSURANCE COMPANY
5000 00000 MBOP NRES RENEWAL QUOTE

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YOUR COVERAGES: Your Businessowners Policy is made of Policy Level, Location Level, and Building Level coverages. Coverage is provided only where limits and/or premiums are indicated.

BANKERS PROPERTY ENHANCEMENT

COVERAGES FROM PACKAGE

LIMITS

COVERAGES FROM PACKAGE	LIMITS
Incidental Appurtenant Bldgs	\$0
Accounts Receivable-Aggregate	\$15,000
Business Income Dep Prop Aggr	\$15,000
Employee Dishonesty	\$10,000
Electronic Data	\$20,000
Fire Department Service Charge	\$10,000
Fire Extinguisher Sys Recharge	\$10,000
Identity Fraud Expense	\$10,000
Interruption of Computer Operat	\$25,000
Lock and Key Replacement	\$5,000
Money Orders/Counterfeit Money	\$5,000
Money & Sec Off Prem Incl-Agg	\$2,000
Money & Sec On Prem Incl-Agg	\$5,000
Newly Acquired or Constr Bldg	\$500,000
Newly Acquired Personal Prop	\$200,000
Outdoor Property Increased Cov	\$10,000
Patterns, Dies, Molds & Forms	\$5,000
Personal Effects-Aggregate	\$2,500
Personal Property Off-premises	\$25,000
Outdoor Signs Attached - Aggr	\$10,000
Sales Representative's Samples	\$15,000
Unauthorized Business Card Use	\$5,000
Util Srvcs-Direct Damage Aggr	\$25,000
Valuable Papers On Prem-Aggr	\$15,000
Valuable Papers Off Premises	\$10,000
Water Backup/Sump Pump Ov Agg	\$15,000



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FORMS AND ENDORSEMENTS

POLICY LEVEL ENDORSEMENTS

MBOP99 AAE 0521	Absolute Asbestos Exclusion
MBOP99 ABE 0521	Assault Battery Exclusion
MBOP99 AC 0521	Assignment Condition
BBOP99 800 0223	Biometric Identifiers Exclusion
BP 14 86 0713	Communicable Disease Exclusion
MBOP99 CDEP 0122	Communicable Disease Exclusion(Property)
BP 04 17 0110	Employee Relations Excl
MBOP 17 HNOA 0822	Hired Auto and Non-Owned Auto Liability
BP 00 03 0713	Businessowners Coverage Form
BP 04 12 0417	Limit of Coverage to Premises
BP 04 39 0702	Abuse or Molestation Exclusion
BP 04 48 0713	AI - Designated Person or Organization
BP 04 71 0702	Exclusion - Volunteer Workers
BP 04 92 0702	Total Pollution Exclusion
BP 04 97 0106	Waiver of Transfer of Rights of Recovery
BP 05 15 1220	Dis Purs to Terror Risk Ins
BP 05 17 0106	Silica or Silica Dust Excl
BP 05 23 0115	Cap on Loss from Cert Acts of Terrorism
MBOP17 LAC 0224	Louisiana Changes Endorsement
MBOP99 LCE 0521	Lead Contamination Exclusion
BIL N 001 09 25	Privacy Statement
MBOP99 VBE 0421	Virus or Bacteria Excl Liab
BP 15 60 0221	Cyber incident Exclusion
BP 15 91 1223	EXCLUSION-PFAS
BP 18 03 1223	Cyber incident Liability Exclusion

LOCATION LEVEL ENDORSEMENTS

PREM.

1	MBOP99 BPEE 0822	Bankers Property Enhancement
1	BP 04 53 0713	Water Back-Up/Sump Pump Overfl
1	BP 04 56 0713	Utility Services Direct Damage
1	MBOP17 LWHD 0123	LA Windstorm or Hail Deductible
1	MBOP99 APS 0521	Incidental App Buildings
1	MBOP99 IDF 0521	Identity Fraud Expense
1	MBOP99 LKR 0521	Lock and Key Replacement
1	MBOP99 UBC 0521	Unauthorized Business Card Use
1	MBOP99 ODP 0822	Outdoor Property Increased Cov

BUILDING LEVEL ENDORSEMENTS

PREM. BLDG.

1	1	MBOP17 BIET 0822	Business Income and EE Tenant
1	1	MBOP99 BRPS 0521	Burg Rob Protective Safeguards



Bankers Insurance Company

17 0037798897 0 01
5000 00000 MBOP NRES

3/05/26

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOUISIANA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Section I – Property is amended as follows:

1. Paragraph **A.5.r. Additional Coverages** is replaced by the following:

r. Limited Coverage For "Fungi", Wet Rot or Dry Rot

(1) The coverage described in Paragraphs **r.(2)** and **r.(6)** applies when the "fungi", wet rot or dry rot is the result of one or more Covered Causes of Loss other than fire or lightning that occurs during the Policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.

This Additional Coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.

(2) We will pay for loss or damage by "fungi", wet rot or dry rot. As used in this Limited Coverage, the term loss or damage means:

- (a) Direct physical loss or damage to Covered Property caused by "fungi", wet rot or dry rot, including the cost of removal of the "fungi", wet rot or dry rot;
- (b) The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungi", wet rot or dry rot; and
- (c) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungi", wet rot or dry rot is present.

(3) The coverage described under Paragraph **r.(2)** of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of Covered Causes of Loss (other than fire or lightning) which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungi", wet rot or dry rot, we will not pay more than the total of \$15,000 even if the "fungi", wet rot or dry rot continues to be present or active, or recurs, in a later policy period.

(4) The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungi", wet rot or dry rot, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungi", wet rot or dry rot, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungi", wet rot or dry rot causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.



- (5) The terms of this Limited Coverage do not increase or reduce the coverage provided under the Water Damage, Other Liquids, Powder Or Molten Material Damage or Collapse Additional Coverages.
- (6) The following applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the suspension of "operations" satisfies all the terms and conditions of the applicable Business Income and/or Extra Expense Additional Coverages:

- (a) If the loss which resulted in "fungi", wet rot or dry rot does not in itself necessitate a suspension of "operations", but such suspension is necessary due to loss or damage to property caused by "fungi", wet rot or dry rot, then our payment under the Business Income and/or Extra Expense Additional Coverages is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
- (b) If a covered suspension of "operations" was caused by loss or damage other than "fungi", wet rot or dry rot, but remediation of "fungi", wet rot or dry rot prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

2. Paragraph **B.1.i. Exclusions** is replaced by the following:

i. "Fungi", Wet Rot Or Dry Rot

Presence, growth, proliferation, spread or any activity of "fungi", wet rot or dry rot.

But if "fungi", wet rot or dry rot results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion does not apply:

- (1) When "fungi", wet or dry rot results from fire or lightning;

- (2) To the extent that coverage is provided in the Limited Coverage For "Fungi", Wet Rot Or Dry Rot Additional Coverage, with respect to loss or damage by a cause of loss other than fire or lightning; or

- (3) With respect to "fungi", wet rot or dry rot that is located on the portion of the covered property that must be repaired or replaced because of direct physical damage caused by a Covered Cause of Loss.

However, the exclusion shall continue to apply to the cost to test for, treat, contain, remove or dispose of "fungi", wet rot or dry rot beyond that which is required to repair or replace the covered property physically damaged by a Covered Cause of Loss, except to the extent that coverage is provided in the Limited Coverage For "Fungi" Wet Rot Or Dry Rot Additional Coverage.

3. The following exclusion and related provisions are added to Paragraph **B.2. Exclusions**:

- a. We will not pay for loss or damage arising out of any act committed:
 - (1) By, or at the direction of, the insured; and
 - (2) With the intent to cause a loss.
- b. This exclusion does not apply, with respect to loss to covered property caused by fire, to an insured who does not commit, or direct another to commit, any act that results in loss by fire, provided the loss is otherwise covered under this Policy.
- c. If we pay a claim pursuant to Paragraph **b.** above, our payment to any insured is limited to that insured's proportionate share of the Policy proceeds, but not more than the insured's legal interest in the Covered Property that sustained the fire loss. Proportionate share will be determined based on the interests of all parties eligible to receive payment, including a mortgageholder or other party with a secured legal interest. The Policy proceeds will not include any amount attributable to the interest of the insured(s) who set the fire or otherwise participated in the cause of loss. In no event will we pay more in total than the Limit of Insurance on the Covered Property that sustained the fire loss.

- d. We may apply reasonable standards of proof to claims for such loss.
4. Paragraph **E.2. Appraisal** Property Loss Condition is replaced by the following:

2. Appraisal

If we and you fail to agree as to the amount of loss, either party may demand that the amount of the loss be set by appraisal. If either party makes a written demand for appraisal, each party shall select a competent appraiser and notify the other party of their appraiser's identity within twenty days of receipt of the written demand for appraisal. The appraisers shall select a competent and impartial umpire. If after fifteen days the appraisers have not agreed upon who will serve as umpire, the umpire shall be appointed by a judge of the court of record in which the property is located. The appraisers shall appraise the loss. If the appraisers submit written notice of an agreement as to the amount of the loss to us, the amount agreed upon shall set the amount of the loss. If the appraisers fail to agree within thirty days, the appraisers shall submit their differences along with any supporting documentation to the umpire, who shall appraise the loss.

The appraisers may extend the time to sixty days for which they shall agree upon the amount of loss or submit their differences and supporting documents to the umpire, if the extension is agreed to by the appraisers from both parties. A written agreement signed by the umpire and either party's appraiser shall set the amount of the loss, pursuant to the appraisal process, but shall not preclude either party from exercising its rights under the Policy or the law. Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and the expenses of the umpire shall be divided and paid in equal shares by you and us. If there is an appraisal award, all applicable policy terms, limits, deductibles, and conditions shall apply.

If you file a lawsuit relative to this Policy against us prior to a demand for appraisal, the lawsuit will be held in abatement during the period between a timely demand for appraisal and the deadline for execution of an appraisal award, pursuant to this clause. The court of record in which the property is located may enforce the deadlines of this clause, set a reasonable deadline for timely demanding appraisal after all parties have filed pleadings in a lawsuit, and require compliance with discovery and disclosure obligations relative to aspects of the lawsuit unrelated to the appraisal.

5. The following is added to Paragraph **E.3.a.(7) of the Duties In The Event Of Loss Or Damage** Property Loss Condition and supersedes any provision to the contrary in the Coverage Form or in any endorsement attached to the Policy:

However, if loss or damage arises due to a catastrophic event for which a state of disaster or emergency is declared pursuant to law by civil officials, and the Covered Property is located in an area within the declaration, you must submit the proof of loss to us within 180 days; but this 180-day period does not commence as long as the declaration of disaster or emergency is in existence and civil authorities are denying you access to your property.

6. The following is added to the **Loss Payment** Property Loss Condition and supersedes any provision to the contrary in the Coverage Form or in any endorsement attached to the Policy:

If the loss or damage arises due to a catastrophic event for which a state of disaster or emergency is declared pursuant to law by civil officials, and the Covered Property is located in an area within the declaration, we will pay on a replacement cost basis only if the repairs or replacement are completed within one year from the date of loss or damage or the issuance of applicable insurance proceeds, whichever is later, or as soon as reasonably possible thereafter.

7. Paragraph **E.5.d.(1)(a)(ii)** of the **Loss Payment** Property Loss Condition is replaced by the following:

(ii) The cost to replace, on the same premises, the lost or damaged property with other property of like kind and quality; or

8. Paragraph **E.5.g. of the Loss Payment** Property Loss Condition is replaced by the following:

- g. We will pay for the undisputed portion of the loss or damage within 30 days after we receive the satisfactory sworn proof of loss.

However, we have no duty to provide coverage under this Policy if the failure to comply with the terms of this Policy is prejudicial to us.



9. Paragraphs **F.2.f.** and **g.** of the **Mortgageholders** Property General Conditions are replaced by the following:

f. If we cancel a policy that has been in effect for fewer than 60 days and is not a renewal of a policy we issued, we will give written notice to the mortgageholder, pledgee or other known person shown in the Policy to have an insurable interest in any loss at least:

- (1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
- (2) 60 days before the effective date of cancellation, if we cancel for any other reason.

If we cancel a policy that has been in effect for 60 days or more, or is a renewal of a policy we issued, we will give written notice to the mortgageholder, pledgee or other known person shown in the Policy to have an insurable interest in any loss at least:

- (1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
- (2) 30 days before the effective date of cancellation, if we cancel for any other reason.

g. Nonrenewal

- (1) If we decide not to renew this Policy, we will mail or deliver written notice of nonrenewal to the mortgageholder, pledgee or other known person shown in the Policy to have an insurable interest in any loss at least 60 days before its expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.
- (2) We need not mail or deliver this notice if:
 - (a) We or another company within our insurance group have offered to issue a renewal policy; or
 - (b) You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
- (3) Any notice of nonrenewal will be mailed or delivered to the mortgageholder, pledgee or other known person shown in the Policy to have an insurable interest in any loss, at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Section II – Liability is amended as follows:

1. Paragraph **A.1.a. Business Liability** Coverages is replaced by the following:

1. Business Liability

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" if all of the allegations of the "suit" are explicitly excluded by this insurance. We may, at our discretion, investigate any "occurrence" or any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph **D. Liability And Medical Expenses Limits Of Insurance** in Section II – Liability; and
- (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements or medical expenses. However, using up the Medical Expense Limit does not end our right and duty to defend.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph **f. Coverage Extension – Supplementary Payments**.

2. With respect to Paragraph **C. Who Is An Insured**:

The term "executive officer" means only a person holding any of the officer positions created by your charter, constitution or bylaws.

3. Paragraph **E.3. Legal Action Against Us** Liability And Medical Expenses General Condition is replaced by the following:

A person or organization may bring a "suit" against us, including but not limited to, a "suit" to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Policy or that are in excess of the Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

C. Section III – Common Policy Conditions is amended as follows:

1. Paragraph **A.2.** of the **Cancellation** Common Policy Condition is replaced by the following, which applies unless Paragraph **C.2.** of this endorsement applies:

2. Notice Of Cancellation

a. Cancellation Of Policies In Effect For Fewer Than 60 Days Which Are Not Renewals

If this Policy has been in effect for fewer than 60 days and is not a renewal of a policy we issued, we may cancel this Policy for any reason, subject to the following:

(1) Cancellation for nonpayment of premium:

We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation;

(2) Cancellation for any other reason: We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation;

b. Cancellation Of Renewal Policies And New Policies In Effect For 60 Days Or More

If this Policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation made by you or with your knowledge with the intent to deceive in obtaining the Policy, continuing the Policy, or in presenting a claim under the Policy;

- (3) Activities or omissions by you which change or increase any hazard insured against;
- (4) Change in the risk which increases the risk of loss after we issued or renewed this Policy, including an increase in exposure due to regulation, legislation, or court decision;
- (5) Determination by the Commissioner of Insurance that the continuation of this Policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;
- (6) The insured's violation or breach of any policy terms or conditions; or
- (7) Any other reasons that are approved by the Commissioner of Insurance.

We will mail or deliver written notice of cancellation under Paragraph **2.b.** to the first Named Insured at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for a reason described in Paragraphs **2.b.(2)** through **(7)** above.

2. Paragraph **A.2. Cancellation** is replaced by the following, which applies with respect to premium payments due on new and renewal policies, including installment payments:

2. Notice Of Cancellation

- a. If your premium payment check or other negotiable instrument is returned to us or our agent or a premium finance company because it is uncollectible for any reason, we may cancel the Policy subject to Paragraphs **2.b.** and **2.c.**
- b. We may cancel the Policy effective from the date the premium payment was due, by sending you written notice by certified mail, or by delivering such notice to you and the mortgageholder, pledgee or other known person shown in the Policy to have an insurable interest in any loss within 10 days of the date that we receive notice of the returned check or negotiable instrument.



- c. The cancellation notice will also advise you that the Policy will be reinstated effective from the date the premium payment was due, if you present to us a cashier's check or money order for the full amount of the returned check or other negotiable instrument within 10 days of the date that the cancellation was mailed.

3. Paragraph **A.5. Cancellation** is replaced by the following:

5. Premium Refund

If this Policy is cancelled, we will return any premium refund due, subject to Paragraphs **5.a.**, **5.b.**, **5.c.**, and **5.d.** The cancellation will be effective even if we have not made or offered a refund.

- a. If the first Named Insured cancels, the refund will not be less than 90% of the pro rata unearned premium, rounded to the next higher whole dollar. The refund will be returned within 30 days after the effective date of cancellation.
- b. If we cancel, the refund will be pro rata and we will send the refund to the first Named Insured unless Paragraph **5.c.** applies.
- c. If we cancel based on Paragraph **C.2.** of this endorsement, we will return the premium due, if any, within 10 days after the expiration of the 10-day period referred to in **C.2.2.c.** If the Policy was financed by a premium finance company, or if payment was advanced by the insurance agent, we will send the return premium directly to such payor.
- d. When return premium payment is sent to the premium finance company or the agent of the insured, we will provide notice to you, at the time of cancellation, that a return of unearned premium may be generated by the cancellation.

4. Paragraph **C. Concealment, Misrepresentation Or Fraud** Common Policy Condition is replaced by the following:

C. Concealment, Misrepresentation Or Fraud

- 1. Applicable to Section I – Property:

- a. With respect to loss or damage caused by fire, we do not provide coverage to the insured who, whether before or after the loss, has intentionally concealed or misrepresented any material fact or circumstance, with the intent to deceive, concerning:

- (1) This Policy;
- (2) The Covered Property;
- (3) Your interest in the Covered Property; or
- (4) A claim under this Policy.

- b. With respect to loss or damage caused by a peril other than fire and with respect to all insureds covered under this Policy, we provide no coverage for loss or damage if, whether before or after a loss, one or more insureds have intentionally concealed or misrepresented any material fact or circumstance, with the intent to deceive, concerning:

- (1) This Policy;
- (2) The Covered Property;
- (3) Your interest in the Covered Property; or
- (4) A claim under this Policy.

2. Applicable to Section II – Liability:

We do not provide coverage to one or more insureds who, whether before or after a loss, have intentionally concealed or misrepresented any material fact or circumstance, with the intent to deceive, concerning:

- a. This Policy;
- b. The Covered Property;
- c. Your interest in the Covered Property; or
- d. A claim under this Policy.

5. Paragraph **I.1. Premiums** is replaced by the following:

- 1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premium we pay, unless another person or entity is entitled to be the payee in accordance with Paragraph **C.3.** of this endorsement.

6. Paragraph K.1. Transfer Of Rights Of Recovery Against Others To Us is replaced by the following:

1. Applicable to Section I – Property Coverage:

If any person or organization to or for whom we make payment under this Policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss to your Covered Property or Covered Income.
- b. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you;
 - (3) Your "employee" or employer;
 - (4) The owner, lessor or tenant of the:
 - (a) Described premises; or
 - (b) Premises where loss or damage occurred;
including their "employees", partners and stockholders; or
 - (5) Your relative by blood or marriage.

If you waive your rights against another party in writing after a loss, we can recover from you any amount you received for that waiver. But we cannot recover more than the amount we paid you for that loss.

2. Applicable to Section II – Liability Coverage:

In the event of any payment under this Coverage, we will be entitled to the insured's rights of recovery against any person or organization, and the insured will do whatever is necessary to secure such rights. Our right to recover is subordinate to the insured's right to be fully compensated.

7. The following is added and supersedes any other provision to the contrary:

Nonrenewal

1. If we decide not to renew this Policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, at least 60 days before its expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.
2. We need not mail or deliver this notice if:
 - a. We or another company within our insurance group have offered to issue a renewal policy; or
 - b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. Such notice to the insured shall include the insured's loss run information for the period the Policy has been in force within, but not to exceed, the last three years of coverage.
8. The following is added and supersedes any other provision to the contrary:

Assignment

1. Except as otherwise provided in Paragraph 2. Below, assignment of this Policy will not be valid unless we give our written consent.
2. Under this Policy, any agreement to assign post-loss property insurance benefits is null and void. Post-loss insurance benefits may not be assigned, in whole or in part, with the exception of:
 - a. An assignment, transfer, pledge, or conveyance granted to a subsequent purchaser of the property with an insurable interest in the property following a loss; or
 - b. Liability coverage under this Policy.



PRIVACY STATEMENT

This notice is provided by Bankers Insurance Group and its subsidiaries, (collectively Bankers).

We recognize our responsibility to protect the privacy of your nonpublic personal information (NPI) and are committed to maintaining the confidentiality and security of that information.

Information We Collect

We may collect NPI from:

- Applications, forms, and other communications you provide;
- Transactions with Bankers, our affiliates, or others; and
- Third parties, as needed, to underwrite, issue, or service your policy.

Information We Share

We do not disclose NPI to non-affiliated third parties except as permitted by law. Such disclosures may include:

- Service providers that perform business or administrative functions on our behalf;
- Government regulators, reinsurers, and claims administrators; or
- Other parties as required or authorized by law.

Access to your information is restricted to employees, agents, and service providers who need it to deliver products, benefits, or services. We maintain physical, electronic, and procedural safeguards that comply with federal and state privacy requirements to protect against unauthorized access, use, or disclosure.

Your Rights

You may request access to and correction of certain personal information we maintain about you. For details or to obtain our full Privacy Policy, visit our website:

<https://bankersinsurance.com/>

Data Retention & Disposal

We retain personal information only as long as necessary to fulfill business, legal, or regulatory requirements in accordance with federal and state guidelines.

