

Customer Service/Report a Claim to:

877-SHATTER

(877-742-8837)



One Westbrook Corp Ctr #320
Westchester, IL 60154

Policy No: **USP FL 69237-12**

Effective Date: 10/03/2021

Expiration Date: 10/03/2022

Glass Policy Declarations

1. Named Insured

Crescent Beach Condominium Association
100 N Collier Blvd
Marco Island, FL 34145-3714

Agent

Acrisure, LLC
DBA Gulfshore Insurance
4100 Goodlette Rd N
Naples, FL 34103

Insured Mailing Address

100 N Collier Blvd
Marco Island, FL 34145-3714

2. Policy Period, Premium, & State Fees

The Policy Period is from 12:01 A.M. on 10/03/2021 to 12:01 A.M. on 10/03/2022, Standard Time

Your Premium for the Policy Period	\$5,265.00
Florida fees (If any):	
Total for this Policy.....	\$5,265.00

3. Endorsements

USP 1195 (Ed. 01-01-2011) : Glass Policy
USP 200-FL(Ed: 01-01-2016) : State Amendatory Endorsement
TRIPRA Endorsement (Ed. 2015-01-01) : TRIPRA Endorsement
TRIPRA Disclosure (Ed. 2020-10-01) : TRIPRA Disclosure
OFAC Notice (ED 2010) : OFAC Notice

Lawrence J. Napoletano

COUNTERSIGNATURE IF REQUIRED BY LAW

08/24/2021

DATE OF ISSUE

CLAIM REPORTING INSTRUCTIONS:

1. Call us immediately on our toll free hotline 1-877-SHATTER (1-877-742-8837)

2. DO NOT ORDER GLASS REPLACEMENT WITHOUT OUR WRITTEN AUTHORIZATION.

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Glass Policy Declarations (Continued)

4. Coverages

PROGRAM TYPE: CONDOMINIUM

Summary of Coverages, Limits of Liability and Premiums

Location 1: Property Location
 100 N Collier Blvd
 Marco Island, FL 34145-3714

ITEM	ANNUAL PREMIUM	FORM OF COVERAGE*	LIMIT**
CONDOMINIUM UNIT GLASS - 117 Condominium Units - Pre-existing Impact Glass - Balcony Railing Glass - Fire Option Supplemental coverage for Board-up, Frame Damage, Obstruction Removal***	\$5,265	Zero Deductible (see form of coverage definitions in notes below this table)	Replacement at Market Cost not to exceed \$350,000 per loss <u>Condo Unit Sub-Limits</u> <u>Supplemental:</u> per unit per loss: \$250 Board-up, \$250 Frame Damage, and \$250 Obstruction Removal
	excluded		
	excluded		
	excluded		
	included		
SUBTOTAL	\$5,265		

ITEM SPECIFICATIONS:

* Form of Coverage: Coverage is Zero Deductible, USPlate pays 100% of covered losses.

** Glass coverage is for Market Cost (as defined in Policy Form USP 1195) not to exceed limit(s) listed above.

*** Refer to the Supplemental Coverages section of your Policy Form (USP 1195) to see when supplemental coverages apply.

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Glass Policy Declarations (Continued)

Detail of Coverages

All glass is exterior unless otherwise specified in the detail below.

Location 1: Property Location
100 N Collier Blvd
Marco Island, FL 34145-3714

Breakdown of Units

Condo Units:	Number of Units
Up to 1200 sq ft	0
1201 – 3000 sq ft	117
3001 – 5000 sq ft	0
Over 5000 sq ft	0
Townhouses	0
Hotel Rooms	0
Hotel Conference Rooms	0
Total Units	117 Units

END OF CONDO PROGRAM SECTION
NO OTHER GLASS INSURED HEREUNDER

IN CASE OF LOSS: 1) CALL US IMMEDIATELY ON OUR 24 HOUR TOLL FREE HOTLINE 1-877-SHATTER (1-877-742-8837)

2) DO NOT REPLACE ANY GLASS UNLESS WE PROVIDE YOU WITH WRITTEN AUTHORIZATION

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IN CASE OF LOSS: 1) CALL US IMMEDIATELY ON OUR 24 HOUR TOLL FREE HOTLINE 1-877-SHATTER (1-877-742-8837)

2) DO NOT REPLACE ANY GLASS UNLESS WE PROVIDE YOU WITH WRITTEN AUTHORIZATION

A. DEFINITIONS

1. The words **you** and **your** mean the insured named in the declarations.
2. The words **we**, **us** and **our** mean the insurance company named in the declarations.
3. **Annealed glass** means non-safety plate glass.
4. **Breakage** or **Broken** mean:
 - a. Cracked or shattered glass;
 - b. Glass blown out of a frame and destroyed or lost; or
 - c. Glass with holes in it;But does not include chipped, scratched or etched glass where only one surface is damaged.
5. **Chemical damage** or **Chemically damaged** mean damage immediately caused to a piece of glass by the sudden application of acid or a caustic substance.
6. **Common area** means the non-residential portions of a residential property.
7. **Covered glass** means glass described on the declarations unless otherwise excluded.
8. **Exterior glass** means glass with at least one surface that is outdoors.
9. **Graffiti** means unauthorized images or lettering scratched, scrawled, painted or marked on glass.
10. **Market cost** means the cost of materials, supplies, equipment and labor **we** determine is necessary to replace **your** broken glass with glass of like kind and quality.
11. **Opening** means one plate of glass or one insulated window unit.
12. **Safety glass** means standard laminated or tempered glass designed to resist **breakage** or to break into small, non-sharp fragments.
13. **Sub-Location** means any of the following (each item below counts as one **sub-location**):
 - a. Condominium unit or apartment;
 - b. Townhouse unit;
 - c. Hotel or motel residential room or suite;
 - d. Commercial storefront unit;
 - e. Commercial unit, such as a store or an office, either stand alone or part of a mall, strip mall, or commercial building;
 - f. **Common area** in any building.

B. WHAT WE COVER

Your coverage is subject to all the terms and conditions of this policy. **Your** coverage is as follows, unless otherwise stated in the declarations as covered for an additional premium.

1. COVERED LOSS

We insure **Covered glass** against loss due to **Breakage** or **Chemical damage**.

We cover **your** glass at the location(s) described on the declarations, but **we** only cover the glass if it is described on the declarations. Payment for all **Covered glass** shall not exceed the **Market cost** of flat, single-pane one-quarter (1/4) inch thick **Safety glass** unless otherwise specified on the declarations.

If a more expensive type of glass is specified as covered on the declarations, **we** will pay the **Market cost** for the more expensive type of glass. Examples of more expensive glass include, but are not limited to, impact glass, insulated glass, or Herculite doors.

In no case will **we** pay more than the **Market cost** for replacing **your Covered glass** with glass of like kind and quality.

2. SUPPLEMENTAL COVERAGES

In the event of a covered loss, **we** will pay up to \$250 (unless otherwise shown in the declarations) per **Sub-Location** for each of the following:

- a. Board up of **Opening(s)**, if needed;
- b. Replacing or repairing only the frames which held the glass that was **Broken** or **Chemically damaged**; and
- c. Removing or replacing obstructions (other than window displays) which prohibit the replacement of **Broken** or **Chemically damaged** glass;

The Supplemental Coverage is subject to the policy's limit of liability, if any, as stated in the declarations.

C. EXCLUSIONS

We do not cover any of the following, unless stated on the declarations as covered for an additional premium:

1. EXCLUDED GLASS:

- a. Balcony railing glass and balcony glass partitions;
- b. Glass canopies;
- c. Greenhouses;
- d. Atriums

- e. Skylights
- f. Single family dwellings; and
- g. Vacant or unoccupied premises.

- j. Any glass excluded in the declarations.

2. EXCLUDED LOSS CAUSES

We do not cover loss caused directly or indirectly by any of the following, even if another cause contributes to the same loss:

- a. Fire;
- b. Declared or undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel; destruction, seizure or use of property for a military purpose; or deliberate or accidental discharge of a nuclear weapon;
- c. Nuclear reaction, nuclear radiation or radioactive contamination, whether controlled or uncontrolled;
- d. Any act by or on behalf of any insured which is intended to cause loss;
- e. Wear, tear, deterioration, obsolescence or hidden or latent defects.
- f. Glass installed that did not meet;
 - 1. Local building code statutes, regulations, or ordinances effective at the time of the installation;
 - 2. The glass or frame manufacturer's requirements.

3. OTHER EXCLUSIONS

We do not cover:

- a. Any costs due to the enforcement of any ordinance or law regulating the construction, use or repair of any property;
- b. The replacement of unbroken glass even if required to replace adjacent **Broken** glass (as in a prefabricated frame system);
- c. The cost of any permit, architect, engineer, contractor, inspector, surveyor, or adjustor;
- d. Costs to expedite repair or replacement, overtime charges, or weekend or holiday rates;
- e. Glass that was **broken or chemically damaged** before the inception date of this policy;
- f. Applied film, lettering, designs on the glass, or alarm tape;
- g. All glass in buildings or **Sub-Locations** under construction or renovation;
- h. Loss caused by **Graffiti** of any type other than **graffiti** caused by **chemical damage**;
- i. Loss caused by chipping, scratching or etching of the glass; or

D. WHAT YOU MUST DO IN CASE OF LOSS

You must comply with all the following conditions before **we** will pay any loss:

In case of loss **you**:

1. Must call **us** as soon as possible on our toll free claim reporting phone number **1-877-SHATTER (1-877-742-8837)**, and tell us:
 - a. How, where and when the loss took place;
 - b. **Your** best estimate of how much glass is damaged; and
 - c. Whether any board up is needed, and, if so, how much of the board up has been done.
2. Must take all steps necessary (including boarding up **openings**) to protect **your** property and prevent further glass damage;
3. Agree that **we** may, but are not obligated to, order any additional board up necessary;
4. Agree that **we** may, but are not obligated to, order repair and replacement work for **you**;
5. Must pay for any necessary costs, including those for board up, to protect **your** property from further damage even if such costs are not covered by this policy or exceed the limits of this policy;
6. Must wait until you receive our written authorization before **you** undertake any glass work (except necessary boarding up), begin any glass replacement, or enter into any agreement or contract to replace glass;
7. Must give **us** timely access to all **covered glass** and, if **we** request it, permit **us** to inspect all damage before any repair or replacement is done. **We** have the right, but not the obligation, to inspect **your** property;
8. Must give **us** sole and complete control of all glass replacement, unless **we** pay the loss to **you** in money; and
9. Must cooperate with **us** fully.

If **we** require it, **you** must promptly:

1. Obtain estimates and bids for any work;
2. Obtain bid bonds and performance bonds for **Covered glass** replacement at **our** expense;
3. Provide **us** proof of loss;
4. Provide **us** proof of loss under oath;
5. Provide **us** with a written list that itemizes which glass was lost or damaged and which glass was not;

6. Submit to examination under oath;
7. Provide us with true and accurate copies of all estimates, bills, surveys, police reports, or reports of any kind that **you** obtain regarding any loss or damage covered under this policy.

E. WHAT WE PAY FOR LOSS OR CLAIM

1. **We** have the option to:
 - a. Pay the loss to **you** in money, or
 - b. Repair or replace the property.
2. If **we** choose to pay the loss to **you** in money:
 - a. **You** accept all control and responsibility for glass replacement and compliance with all applicable building codes.
 - b. **We** will pay the smallest of the following, subject to any applicable deductible, retention or limits of insurance shown in the declarations:
 - (1) The **market cost** of materials, supplies, equipment and labor necessary to replace the covered glass.
 - (2) The actual cost incurred to replace the covered loss;
3. **We** will not pay more for any loss than the limit of insurance shown on the declarations or elsewhere in the policy.

F. DISPUTE RESOLUTION CONDITIONS

Your satisfaction is **our** priority. In the event of a dispute under this policy or relating to any claim, **you** must give **us** the opportunity to resolve **your** dispute by doing the following:

1. Provide **us** with a written explanation of why **you** do not agree with **our** decision and send it via email to DisputeResolution@usplate.com or via certified mail to:

USPlate Glass Insurance Company
Attention: Dispute Resolution
1 Westbrook Corporate Center, #320
Westchester, IL 60154
2. In a timely manner, provide **us** with all estimates, invoices, reports, and other supporting documentation regarding **your** dispute.
3. **You** must fully cooperate with **our** investigation, and answer all **our** questions in a timely manner, under oath if **we** request it.
4. **We** will send **you** a written notice once **we** have received all the information **we** need to make a

determination.

5. Within thirty (30) days after **we** send the notice to **you**, **we** will provide **you** with **our** determination in writing.

G. OTHER POLICY CONDITIONS

1. **Insurance Under More Than One Policy.** If there is other insurance that applies to a loss, **we** pay only that part of the loss that the applicable limit of liability under this policy bears to the total amount of insurance covering the loss.
2. **Suit Against Us.** No suit to recover any loss may be brought against **us** unless the suit is begun within two years after the occurrence of the loss and **you** have fully complied with all the terms of this policy, including the Dispute Resolution Conditions.
3. **Subrogation.** If **we** make a payment under this policy, **we** will be subrogated to the extent of the payment to all of **your** rights of recovery and **you** shall execute all papers required and do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable **us** to effectively bring suit in **your** name.
4. **Assignment.** **You** may not assign **your** rights under this policy without **our** prior written consent.
5. **Reporting Changes.** **You** must report to **us** any change to **your** glass or premises, including additions and upgrades. **You** must do this within thirty (30) days of the start of the work and pay an additional premium (if applicable) effective upon inception of the policy or completion of the changes, whichever is later.
6. **Inspections.** **We** have the right, but are not obligated, to inspect **your** property and operations. This inspection may be made by **us** or may be made on **our** behalf. An inspection or its resulting advice or report is not an agreement that **your** property or operations are safe, healthful, or in compliance with laws, rules, or regulations. Inspections or reports are for **our** benefit only.
7. **Required Changes.** If **we** discover any condition that increases the risk insured under this policy **you** must make any changes **we** require to correct the condition within thirty (30) days of **our** written notice of the required changes.

8. Cancellation:

- a. **You** have the right to cancel this policy by mailing or delivering written notice of cancellation to **us** stating when such cancellation shall be effective.
- b. **We** may cancel this policy for nonpayment of premium by mailing, by first class mail, or delivering to **you** written notice stating when, not less than ten (10) days thereafter, such cancellation shall be effective.
- c. **We** may cancel this policy for a reason other than nonpayment of premium by mailing, by first class mail, or delivering to **you** written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. The notice of cancellation shall state the reason for cancellation. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period.

9. Nonrenewal: If **we** decide not to renew this policy, **we** shall provide written notice by mailing, by first class mail, or delivering to **you** at least forty-five (45) days before the end of the policy period.

10. Representations: **You** agree that the statements and representations contained in the application for this policy are true, accurate and complete and that this policy is issued in reliance on the truth of those statements and

representations. **You** also agree that those statements and representations are material and are the basis of this policy and constitute a part of this policy. In the event any of the statements or representations in the application are untrue, this policy may be void from its inception. In the event any of **you** make a misstatement or misrepresentation in presenting a claim under the policy, there may be no coverage under this policy for such claim.

11. Assistance and Cooperation: **You** agree to provide **us** with such information, assistance and cooperation as **we** or **our** counsel may reasonably request, and **you** further agree that **you** will not take any action which in any way increases **our** exposure under this policy.


12. Notices to us: Notices under this policy should be sent to the address of USPlate Glass Insurance Company as listed in the Declarations.

13. Change, Modification, or Waiver of Policy Terms: A change or waiver of this policy's terms must be issued by **us** in writing to be valid.

14. Examination of Books and Records: **We** may examine and audit **your** books and records that relate to this policy during the policy period and within three years after the policy expired.

IN WITNESS WHEREOF, **we** have caused this policy to be signed by **our** President and Secretary, but it shall not be binding upon **us** unless it is countersigned on the Declaration page by one of **our** duty authorized representatives.


Secretary


President

Amendatory Endorsement Florida

This endorsement changes the policy. PLEASE READ THIS CAREFULLY.

1. Section **G. OTHER POLICY CONDITIONS 2. Suit Against Us** is amended by deleting the word “two” and replacing it with the word “five”.

2. Sections **G. OTHER POLICY CONDITIONS 8. Cancellation** and **9. Nonrenewal** are deleted and replaced by the following:

8. Cancellation and Nonrenewal

a. **You** have the right to cancel this policy by mailing or delivering written notice of cancellation to **us** stating when such cancellation shall be effective.

b. If this policy has been in effect for ninety (90) days or less, **we** may cancel this policy for any reason. If **we** cancel this policy for nonpayment of premium, material misstatement or misrepresentation, or **your** failure to comply with **our** underwriting requirements, **we** will deliver or email, or mail by first class mail, written notice to **you** stating when, not less than ten (10) days thereafter, such cancellation shall be effective. If this policy is cancelled for any reason other than those stated in the previous sentence, **we** will deliver or email, or mail by first class mail, written notice to **you** stating when, not less than twenty (20) days thereafter, such cancellation shall be effective.

c. If this policy has been in effect for more than ninety (90) days, **we** may cancel this policy only for any of the following reasons:

- i) **you** did not pay the premium when due;
- ii) there has been a material misstatement by **you**;
- iii) **you** failed to comply, within ninety (90) days after the effective date of this policy, with underwriting requirements established by **us** before the policy effective date;
- iv) there has been a substantial change in the risk covered under this policy; or
- v) cancellation is for all insureds for a given class of insureds.

If **we** cancel this policy for the reason set forth in i) above, **we** shall deliver or email, or mail by first class mail, written notice to **you** stating when, not less than ten (10) days thereafter, such cancellation shall be effective.

If **we** cancel this policy for the reasons set forth in ii) through v) above, **we** shall deliver or email, or mail by first class mail, written notice to **you** stating when, not less than forty-five (45) days thereafter, such cancellation shall be effective.

d. Except as provided in e. below, **we** will give **you** at least forty-five (45) days' advance written notice of nonrenewal or of the renewal premium for the policy. However, this requirement applies only if **you** have furnished **us** with all of the necessary information to enable **us** to develop the renewal

premium prior to the policy's expiration date.

We may cancel or nonrenew this policy on the basis of **Covered glass** claims that are the result of an act of God only if **we** can show by claims frequency or otherwise, that **you** have failed to take action reasonably necessary as requested by **us** to prevent further damage to **your Covered glass**.

We may cancel or nonrenew this policy on the basis of a single **Covered glass** claim which is the result of water damage, only if **we** can demonstrate that **you** have failed to take action reasonably requested by **us** to prevent a future similar occurrence of damage to the **Covered glass**.

We may nonrenew this policy on the basis of a **Covered glass** claim for partial loss caused by sinkhole activity or clay shrinkage, only if the total of claim payments for this policy exceed the current policy limits for **Covered glass** claims and **you** have failed to repair the structure in accordance with the engineering recommendations upon which any payment or policy proceeds were based.

e. With respect to any commercial residential property insurance policy **we** issue, including any policy **we** issue to any homeowner, mobile home owner, farm owner, condominium association, condominium unit owner, apartment building, or other policy covering a residential structure, the following applies:

i) If **we** cancel this policy for nonpayment of premium any time during the policy period, **we** will give

you notice of cancellation stating when, not less than ten (10) days thereafter, such cancellation will be effective.

ii) If **we** cancel this policy during the first ninety (90) days it is in effect for a material misstatement or misrepresentation or failure to comply with **our** underwriting requirements, **we** will give **you** written notice of cancellation stating when, not less than ten (10) days thereafter, such cancellation is effective. If this policy is cancelled for any reason other than those stated in the previous sentence, **we** will give **you** written notice of cancellation at least twenty (20) days before the effective date of cancellation.

iii) After this policy has been in effect for ninety (90) days, it may be canceled only for a material misstatement, nonpayment of premium, failure to comply, within ninety (90) days after the effective date of this policy, with underwriting requirements established by **us** before the policy effective date. Except as provided in e. i) above, **we** will give **you** written notice of nonrenewal or cancellation at least one hundred twenty (120) days before the effective date of such nonrenewal or cancellation. After this policy has been in effect for more than ninety (90) days, **we** may not cancel this policy based on credit information available in public records.

f. i) If this policy has been in effect for more than ninety (90) days and it is issued to cover glass in a residential structure that has been damaged by a hurricane or windstorm that is the subject of a declaration of emergency

issued by the Governor of this State and an order by the Commissioner of Insurance Regulation, **we** may not cancel or nonrenew this policy for a period of ninety (90) days after the dwelling or residential property has been repaired. A structure is deemed to be repaired when substantially completed and restored to the extent that it is insurable by another authorized insurer that is writing policies in this state.

However, **we** may cancel or nonrenew this policy prior to the completion of repairs as follows:

- a. Upon giving **you** ten (10) days' notice for nonpayment of premium; or
 - b. Upon giving **you** forty-five (45) days' notice:
 1. For a material misstatement or fraud related to the claim;
 2. If **we** determine that **you** have unreasonably caused a delay in the repair of the dwelling; or
 3. If **we** have paid the applicable policy limit.
- ii) If **we** elect to nonrenew a policy described in this section f., **we** shall provide at least ninety (90) days' notice to **you** that **we** intend to nonrenew the policy ninety (90) days after the dwelling or residential property has been repaired. Nothing in this paragraph shall prevent **us** from canceling or nonrenewing this policy ninety (90) days after the repairs are complete for the same reasons **we** would otherwise have canceled or nonrenewed the policy but for the limitations of paragraph f. i).

g. Notwithstanding through above, if this policy covers a residential structure, **we** may cancel by giving **you** forty-five (45) days' written notice before the effective date of cancellation if the Florida Office of Insurance Regulation finds that the cancellation of some or all of **our** policies covering glass in residential structures is necessary to protect the best interests of the public or policyholders due to **our** financial condition; the lack of adequate reinsurance coverage for hurricane risk; or other relevant factors, and the Florida Office of Insurance Regulation approves **our** plan for early cancellation of some or all of **our** policies.

h. **We** shall refund to **you** return premium, if any, not more than fifteen (15) working days after the effective date of cancellation unless the final policy premium is determined by audit. If the final policy premium is determined by audit, an audit will be performed and premium refunded not more than ninety (90) days from the date of cancellation. If an audit cannot be completed within that time, **we** shall accept audit information that **you** provide and refund any return premium not more than ten (10) working days after **we** receive the necessary audit information from **you**. If **we** are unable to obtain audit information due to **your** lack of cooperation, the deposit premium will be considered fully earned. In all cases, if the return premium is \$5.00 or less, **we** will only provide a refund if **you** specifically request the refund. Payment or tender of unearned premium is not a condition of cancellation.

i. A notice of cancellation or nonrenewal will provide the reason for such cancellation or nonrenewal.

Center of the National Weather Service.

j. If any cancellation or nonrenewal of this policy is to take effect during the duration of a hurricane, the effective date of such cancellation or nonrenewal is extended until the end of the duration of such hurricane. **We** may collect premium at the prior rates or the rates then in effect for the period of time for which coverage is extended. This paragraph does not apply to any property with respect to which replacement coverage has been obtained and which is in effect for a claim occurring during the duration of the hurricane. For the purpose of this paragraph, "hurricane" means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service. The duration of the hurricane includes the time period, in Florida:

- a. Beginning at the time a hurricane watch or hurricane warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service;
- b. Continuing for the time period during which the hurricane conditions exist anywhere in Florida; and
- c. Ending seventy-two (72) hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane

3. Section **G. OTHER POLICY CONDITIONS 10. Representations** is amended by deleting the second sentence of that provision and by the addition of the following:

You also agree that the statements in the application are the basis of this policy and constitute a part of this policy. Provided, however, any misrepresentations, omissions, concealment or misstatements shall not prevent recovery under this policy, unless they are either:

- a. fraudulent; or
- b. material either to the acceptance of the risk, or to the hazard assumed by **us**; or
- c. **we**, in good faith, would not have issued this policy, or would not have issued it in with the same limits or at the same premium rate, or would not have provided coverage for the hazard resulting in the loss, if the true facts had been made known to **us** as required by the application, the policy or otherwise.

4. The Policy is amended by the addition of the following:

If **you** need to contact someone about this policy for any reason or to obtain information about coverage and receive assistance in resolving complaints, **you** may contact **your** insurance company at: 1(877) 742-8837.

Certified Terrorism Loss

This endorsement changes the policy. PLEASE READ THIS CAREFULLY.

1. Section **A. DEFINITIONS** is amended by the addition of the following:

Certified act of terrorism means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States:

- (1) to be an act of terrorism;
- (2) to be a violent act or an act that is dangerous to human life, property, or infrastructure;
- (3) to have resulted in damage:
 - (a) within the United States; or
 - (b) to an air carrier (as defined in section 40102 of title 49, United States Code); to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or at the premises of any United States mission;
- (4) to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion; and
- (5) to have resulted in insured losses in excess of five million dollars in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended.

Certified terrorism loss means loss that results from a **certified act of terrorism**.

2. This policy is amended by the addition of the following:

H. COVERAGE FOR CERTIFIED TERRORISM LOSS

1. If the Secretary of the Treasury determines that the aggregate amount of **certified terrorism loss** has exceeded one hundred billion dollars in a calendar year (January 1 through December 31), and **we** have met **our** insurer deductible under the Terrorism Risk Insurance Act, as amended, **we** will not pay for any portion of **certified terrorism loss** that exceeds one hundred billion dollars. If the **certified terrorism loss** exceeds one hundred billion dollars in a calendar year (January 1 through December 31), losses up to one hundred billion dollars are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury under the Terrorism Risk Insurance Act, as amended.
2. a. Neither the terms of this endorsement nor the terms of any other terrorism endorsement attached to this policy provide coverage for any loss that would otherwise be excluded by this policy under:
 - (1) exclusions that address war, military action, or nuclear hazard; or
 - (2) any other exclusion; and
- b. the absence of any other terrorism endorsement in this policy should not be construed as providing coverage for any loss that would otherwise be excluded by this policy under:
 - (1) exclusions that address war, military action, or nuclear hazard; or
 - (2) any other exclusion.

Policyholder Disclosure Notice of Terrorism Insurance Coverage

Coverage for acts of terrorism is included in **Your** policy. **You** are hereby notified that under the Terrorism Risk Insurance Act, as amended (the "Act"), the term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—(i) to be an act of terrorism; (ii) to be a violent act or an act that is dangerous to—(I) human life; (II) property; or (III) infrastructure; (iii) to have resulted in damage within the United States, or outside the United States in the case of—(I) an air carrier or vessel described in paragraph 5(B); or (II) the premises of a United States mission; and (iv) to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. **You** should read the Act for a complete description of its coverage.

UNDER **YOUR** COVERAGE, LOSS RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, THIS POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSS EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER.

THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS THE U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSS RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, **YOUR** COVERAGE MAY BE REDUCED.

The portion of **Your** annual premium that is attributable to coverage for acts of terrorism is \$0 and does not include any charges for the portion of losses covered by the United States government under the Act. Coverage for "insured losses" as defined in the Act is subject to the coverage terms, conditions, amounts and limits in this policy applicable to Loss arising from events other than Acts of Terrorism.

I ACKNOWLEDGE THAT I HAVE BEEN NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER MY POLICY COVERAGE MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE MY COVERAGE, AND I HAVE BEEN NOTIFIED OF THE PORTION OF MY PREMIUM ATTRIBUTABLE TO SUCH COVERAGE.

Policyholder/Applicant's Signature

Print Name

Date

Policy Issued by: USPlate Glass Insurance
Policy Number: _____

Policyholder Notice

U.S. Department of Treasury Office of Foreign Asset Control

(“OFAC”)

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

This Policyholder Notice provides information concerning the potential impact on the coverage provided under this policy due to directives issued by OFAC. Please read this Notice carefully. Please also review any economic and trade sanctions exclusion that may be attached to the policy.

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

- Foreign agents;
- Front organizations;
- Terrorists;

- Terrorist organizations; and
- Narcotics traffickers;

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

In accordance with OFAC regulations, if it is determined that any insured, or any other person or entity claiming the benefits of this policy, has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this policy shall be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.