



SUREVESTOR^{INC.}
SMART INSURANCE FOR THE RENTAL HOME INVESTOR

**SCHEER LANDLORD PROTECTION
CONTRACTUAL LIABILITY INSURANCE MASTER POLICY
FEATURING RENT WITH CONFIDENCE GUARANTEES**

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SCHEER LANDLORD PROTECTION

POLICY DOCUMENT

Table of Contents

Title	Page
Insuring agreement	3
Additional benefits	4
Exclusions	5
Limits of Insurance and Deductibles	8
Conditions	8
Loss of rent calculation	10
Loss adjustment and settlement	10
General provisions	13
Definitions	16
Markel Certificate	21
Master Policy declarations	22
Forms Schedule	24
OFAC Advisory Notice	25
Terrorism	26
Privacy	27
Complaints	30
Endorsements	32

CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

Various provisions in this Master Policy restrict coverage. Read the entire Master Policy carefully to determine rights, duties, and what is and is not covered. Throughout this Master Policy, the term Master Policyholder means the entity shown in the Declarations.

A 21 (twenty-one) day cooling off period applies from the commencement date shown in the **certificate of insurance** on the **property** provided the **certificate holder** has not made a claim. Please refer to Paragraph **D. Cancellation of Certificates of Section GENERAL PROVISIONS.**

INSURING AGREEMENT

Subject to the terms of this Master Policy, and in consideration of the premium specified in the **certificate of insurance**, we agree to indemnify the **certificate holder** for amounts the **certificate holder** becomes liable to pay the **property owner** for loss of **rent** pursuant to the **property management agreement** arising from one or more of the Insured Events described below; provided:

- A.** The Insured Event occurs during the **period of insurance**;
- B.** The loss of **rent** will be reduced through the use of any remaining **security deposit** after subtracting all **allowable re-leasing expenses** as provided for in the relevant **lease**;
- C.** The **property** is managed full time by a **professional property management agent**;
- D.** A **lease** is or has been in place with the **tenant** for an initial fixed term of no less than 6 (six) months;
- E.** The **certificate holder** has liability for such amounts as set forth in the **property management agreement**; and
- F.** The Master Policy will not pay more than the **certificate holder** would be legally entitled to recover from the **tenant** due to the **tenant's** non-compliance with or failure to satisfy the terms of their **lease**.

We will provide a **certificate of insurance** as evidence of insurance under this Master Policy for delivery to each **certificate holder and policyholder**.

INSURED EVENTS

Insured Event means the following:

A. Tenant Skip (Lease Break)

The **tenant** vacates the **property** with or without providing the required notice in accordance with their **lease** or vacates at the end of their **lease** leaving unpaid **rent**.

B. Tenant Delinquency (Eviction Order Granted)

An **eviction order** for the termination of the **tenant's lease** on the grounds of **rent** arrears has been issued by a court following the **certificate holder's** successful eviction lawsuit.

If there is a filing error that requires the **eviction order** to be resubmitted, then the claim for loss of **rent** will be reduced by the amount of time that elapses between the first attempt and subsequent successful filing.

C. Tenant Delinquency (Writ of Possession)

A **writ of possession** order is served by the local sheriff, marshal, or constable after the **tenant** either fails to comply with the payment terms set forth in the **eviction order** or fails to vacate the **property** once the **eviction order** is posted.

D. Tenant Death (Sole Tenancy)

The death of the **tenant** prevents the **rent** from being paid. This coverage only applies if the **tenant** was the sole person listed in the **lease** at the time of the **tenant's** death.

E. Murder or Suicide

The death of a **tenant** by murder or suicide while they are at the **property** prevents the **rent** from being paid.

F. Untenantable (Tenant Damage to Contents)

The **property** becomes **untenantable** for a minimum period of 7 (seven) days due to **malicious damage** to contents caused by **tenant**, provided **we** have accepted **certificate holder's malicious damage** claim under the Additional Benefits section of this Master Policy.

Coverage will commence from the date the **property** became **untenantable** until the date 2 (two) weeks after the **property** becomes **tenantable** again, or when the Maximum Limit shown in the **certificate of insurance** is reached, whichever occurs first.

G. Untenantable (Tenant Damage to Building)

The **property** becomes **untenantable** for a minimum period of 7 (seven) days due to **malicious damage** to the building caused by the **tenant**, provided **we** have accepted **certificate holder's malicious damage** claim under the Additional Benefits section of this Master Policy.

Coverage will commence from the date the **property** became **untenantable** until the date 2 (two) weeks after the **property** becomes **tenantable** again, or when the Maximum Limit shown in the **certificate of insurance** is reached, whichever occurs first.

H. Victims of Violence

The **lease** is terminated by the **tenant** under the Right of Victims of Violence to Terminate Lease statute, or similar law, in the **certificate holder's** state during the **period of insurance**.

Coverage is subject to the **certificate holder's** receipt of a signed document by a court official or qualified third party as defined under the Right of Victims of Violence to Terminate Lease statute, or similar law providing evidence that the **tenant** or authorized occupant is a victim of domestic abuse as defined in the terms of the applicable statute or law of the state in which the **property** is located.

This Paragraph **H.** does not affect a **tenant's** obligation for **delinquent rent** or other amounts owed to **certificate holder** before the **lease** was terminated by the official documentation.

COVERAGE EXTENSIONS

A. Eviction Filing Fees and Eviction Defense Costs

Eviction filing fees and eviction defense costs that are incurred in relation to a covered claim but only if the costs incurred relate to an eviction lawsuit filed with a regulatory agency due to **delinquent rent**. The **certificate holder** cannot make a claim under this section if the costs were awarded against the **tenant** and were paid by the **tenant**.

B. Sheriff, Marshal, or Constable Fees

Sheriff, marshal, or constable fees that are incurred in relation to a covered claim as a direct result of engaging a sheriff, marshal, or constable for the purpose of evicting the **tenant**. The **certificate holder** cannot make a claim under this section if the costs were awarded against the **tenant** and were paid by the **tenant**.

ADDITIONAL BENEFITS

If the **certificate holder** has liability for the damages described below in accordance with the terms of the **property management agreement**, this Master Policy provides coverage for such loss.

A. Malicious Damage

Damages resulting from **malicious damage** to the **property**.

We may require the **certificate holder** to report **malicious damage** to the police as a crime or felony and **we** may wish to appoint a loss adjuster to inspect the damage being claimed as malicious.

B. Theft or Damage Due to Theft

Theft or damage due to theft.

C. Loss Due to Use of Digital Lock Boxes

Loss due to the use of a single use digital access code lock or digital **lock box** device attached to the **property** for the purposes of facilitating a "self-showing" to determine the **property's** suitability to lease.

Coverage is provided for theft, vandalism, or any person or persons taking possession of the **property** without permission who then require eviction.

To obtain coverage under this Paragraph **C.**, the **certificate holder** must provide evidence that the **certificate holder** obtained a copy of formal identification for each prospective **tenant** and that the access code is a one-time use only code. The use of static code locks or **lock boxes** where the code is unable to be changed between each "self-showing" **tenant** is a risk that is not covered by this Master Policy.

D. Service, Companion, or Emotional Support Animal

Damage caused by a **service, companion, or emotional support animal** that a qualified third party has determined to be providing a benefit to the **certificate holder's tenant** with a verifiable disability.

In the absence of documentation of a verifiable disability of the **certificate holder's tenant**, it will be determined that the animal causing the damage is a household pet for which there is no coverage under this Master Policy.

E. Re-keying of Locks

Costs for re-keying locks if the **tenant** has not returned the keys.

EXCLUSIONS

The following exclusions apply unless specifically stated elsewhere in this Master Policy. This Master Policy does not apply to:

A. Any loss, damage, cost, or expense caused by or resulting from:

- 1.** Accidental damage or loss;
- 2.** Indirect loss or damage;
- 3.** Interruption of business, except to the extent provided by this Master Policy;
- 4.** Loss or damage or deterioration arising from any delay including but not limited to a delay in commencing or completing repairs, or a delay in re-leasing or re-marketing the **property**;
- 5.** Loss in any way related to asbestos;
- 6.** Actions or movements of the sea;
- 7.** Wear and tear, or **poor housekeeping**;
- 8.** Cost of storing **possessions**;
- 9.** Rainwater;
- 10.** Storm;
- 11.** War;
- 12.** Impact;
- 13.** Lightning; or
- 14.** **Rent concessions.**

- B. Any loss, damage, cost, expense, or other sum directly or indirectly caused by or resulting from any loss that occurred prior to the effective date or after the expiration date of the **certificate of insurance**.
- C. Loss, damage, cost, expense, or other sum directly or indirectly caused by, resulting from, or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- D. Hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending, or expected attack by any:
 - 1. Government or sovereign power (de jure or de facto);
 - 2. Military, naval, or air force; or
 - 3. Agent or authority of any party specified in **1.** or **2.** above.
- E. Nuclear reaction or nuclear radiation or radioactive contamination, discharge, explosion, or use of any nuclear device, weapon, or material employing or involving nuclear fission, fusion, or radioactive force, whether in time of peace or war and regardless of who commits the act.
- F. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an event.
- G. Seizure or destruction under quarantine or custom regulation, or confiscation by order of any governmental or public authority.
- H. Risks of contraband, or illegal transportation or trade.
- I. Any dishonest act, including but not limited to theft, committed alone or in collusion with others, at any time:
 - 1. By the **certificate holder** or any proprietor, partner, director, trustee, officer, or employee of the **certificate holder**; or
 - 2. By any person engaged by the **certificate holder** to do anything in connection with **property**.

This Master Policy affords coverage for acts of direct insured physical damage intentionally caused by any individual specified in **2.** above, and done without the **certificate holder's** knowledge. In no event does this Master Policy cover loss by theft by any individual specified in **1.** or **2.** above.
- J. Lack of the following services:
 - 1. Incoming electricity, fuel, water, gas, steam, or refrigerant;
 - 2. Outgoing sewerage; or
 - 3. Incoming or outgoing voice, data or video.
- K. Any loss, damage, cost, expense, or other sum directly or indirectly caused by or resulting from:
 - 1. Faulty workmanship, material, construction, or design from any cause;
 - 2. Deterioration, depletion, rust, corrosion or erosion, wear and tear, inherent vice, or latent defect; or
 - 3. Settling, cracking, shrinking, bulging, or expansion of:
 - a. Foundations (including any pedestal, pad, platform, or other property supporting machinery);
 - b. Pavements;
 - c. Walls;
 - d. Ceilings; or
 - e. Roofs.

- L. Any loss, damage, cost, expense, or other sum directly or indirectly caused by or resulting from:
 1. Changes of temperature damage (except to machinery or equipment); or
 2. Changes in relative humidity damage, whether atmospheric or not.
- M. Any loss, damage, cost, expense, or other sum directly or indirectly caused by or resulting from insect, vermin including, but not limited to, termites, bed bugs, and fleas, wildlife, or animals; however, this exclusion does not apply to service animals.
- N. Any loss, damage, cost, expense, or other sum directly or indirectly caused by or resulting from:
 1. Contamination including but not limited to the presence of pollution or hazardous material;
 2. Shrinkage;
 3. Changes in color, flavor, texture, or finish; or
 4. Loss or damage rising from the presence of lead-based paint.
- O. Any loss, damage, claim, cost, expense, or other sum directly or indirectly arising out of or relating to mold, mildew, fungus, spores, or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.
 This exclusion applies regardless of whether there is:
 1. Any physical loss or damage to **property**;
 2. Any insured peril or cause, whether or not contributing concurrently or in any sequence;
 3. Any loss of use, occupancy, or functionality; or
 4. Any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.
- P. Any loss, damage, cost, expense, or other sum directly or indirectly caused by or resulting from a **property claims service (PCS) catastrophe event**.
- Q. Any loss, damage, cost, expense, or other sum directly or indirectly caused by or resulting from **earth movement**.
- R. Any loss, damage, cost, expense, or other sum directly or indirectly caused by or resulting from **flood**.
- S. The **certificate holder's** inability to rent the premises due to adverse **market conditions**. If none of the Insured Events has occurred and the conditions of the rental market dictate that a vacancy period will be sustained between tenancies, this Master Policy will not cover that loss.
- T. Alternate accommodation costs for the **tenant** as a result of the **property** becoming **untenantable** for any reason.
- U. Any loss, damage, cost, expense, or other sum directly or indirectly caused by or resulting from the existence, presence, growth, proliferation, spread, or any activity of **fungi** or bacteria on or within a **property**.
- V. Any loss, damage, cost, expense, or other sum directly or indirectly in any way involving asbestos or asbestos-containing products.
- W. Any loss, damage, cost, expense, or other sum directly or indirectly in any way involving lead.
- X. Any loss, damage, cost, or expense arising out of the ownership, maintenance, use, or entrustment to others of any unmanned aircraft.
- Y. Any loss, damage, cost, or expense arising out of or in any way related to abuse, molestation, or exploitation in any form, whether threatened or actual, including but not limited to physical or sexual abuse, molestation, or exploitation.

INSURED LOCATION

The coverages under this Master Policy apply to the specified **property** as shown in the **certificate of insurance** on file with **us**.

LIMITS OF INSURANCE AND DEDUCTIBLE

A. Maximum Rental Limit and Maximum Duration

The maximum amount **we** will pay for any one Insured Event per **property** during the **policy period** will be the Maximum Rental Limit shown in the Limits Of Insurance and Deductibles section of the **certificate of insurance**, which is subject to the Maximum Duration period. In no event will the amount paid by **us** be:

1. Greater than the Maximum Rental Limit; or
2. For longer than the Maximum Duration time period shown in the **certificate of insurance**.

B. Coverage Extensions – Eviction Filing Fees and Defense Costs and Sheriff, Marshal or Constable Fees

All claims under the Coverage Extensions section are subject to the Maximum Limit shown in the **certificate of insurance** and aggregated each **policy period**. If the **certificate holder** makes multiple claims under Coverage Extensions, the maximum **we** will pay in any one **policy period** is the limit for this benefit shown on the **certificate of insurance**. If, for example, the **certificate holder** makes a claim for benefits in the amount of \$3,500 and the limit for this coverage is \$4,000, then the maximum the **we** will pay for a subsequent claim within the same **policy period** is an additional \$500.

C. Master Policy Combined Aggregate Limit Of Insurance

Regardless of the number of **certificates of insurance** issued, insureds, claims made, or Insured Events, the Master Policy Combined Aggregate Limit of Insurance shown in the **certificate of insurance** will be **our** maximum aggregate liability for the combined total of all payments under this Master Policy with the exception of payments made under the Additional Benefits section.

D. Deductibles

In each case of loss covered by this Master Policy, **we** will be liable only if the **certificate holder** sustains a loss in each Insured Event greater than the applicable **deductible** shown in the **certificate of insurance**. **We** will deduct the amount of the **deductible** before the application of the limits of liability. The **deductible** amount must be paid by the **certificate holder** and is not considered an **allowable re-leasing expense** to be deducted from the **security deposit**.

If two or more **deductibles** provided in this Master Policy apply to a single Insured Event, the total to be deducted will not exceed the largest **deductible** applicable, unless otherwise provided.

E. Additional Benefits Payments

Claims paid under the Additional Benefits Section will not reduce the Master Policy Limit of Liability shown in the **certificate of insurance**.

CONDITIONS

A. Arrears at Master Policy Commencement - Existing Tenancies

If the **tenant's rent** payments were in arrears as of the **rent due date** by 6 (six) days or more in the 2 (two) months immediately prior to the Master Policy Effective Date, then this Master Policy will not pay a claim for loss of **rent** from an Insured Event with respect to such **tenant**.

Once the **tenant** subsequently brings their **rent** out of arrears by paying their **rent** on time which means within 5 (five) days of the **rent due date** (excluding further grace periods) for 2 (two) consecutive months, this limitation will no longer apply to a future claim.

B. Outstanding Financial Obligations at Master Policy Commencement - New Tenant

When a new Master Policy is issued just prior to or at the beginning of a new **lease**, and if a new **tenant** is allowed to move into the **property** before all of their financial obligations have been met, then this Master Policy will not pay a claim for loss from an Insured Event with respect to such **tenant** until all such obligations are fulfilled. However, in no event will this Master Policy pay for loss from an Insured Event that occurs prior to the fulfillment of such **tenant's** financial obligations.

C. Claims for More Than One Insured Event

Where a claim is possible under more than one of the Insured Events, the **certificate holder** may only make a claim under one of those Insured Events for any one **rent** loss during the **period of insurance**.

D. Security Deposit

Claims settled under this Master Policy will be calculated on the basis that a **security deposit** equivalent to at least one month's **rent** has been collected, regardless of whether a **security deposit** totaling that amount has actually been collected.

In the event of loss of or damage to the **property** caused by the **tenant**, the **security deposit** will be used to minimize the loss. For example:

The **tenant security deposit** is to be applied first to **allowable re-leasing expenses**. Any portion of the **security deposit** remaining must be applied to unpaid **rent** before this Master Policy will provide coverage for loss of **rent**. If all of the **tenant's** unpaid obligations are covered by the **security deposit** at the end of the **lease**, then there is no covered loss. To demonstrate that the **security deposit** has been exhausted, evidence of expenditure is required including copies of all invoices.

E. Security Deposit Returned to Tenant

If the **certificate holder** decides to return the **security deposit** to the **tenant**, and a claim is made for loss of or damage to the **property** or **rent delinquency** that the **tenant** was obligated to pay, **we** will deem that amount self-insured by the **certificate holder** and subsequently reduce the amount **we** pay by the amount of the **security deposit** returned to the **tenant**.

Maintenance costs that the **certificate holder** elects to incur during or between tenancies that are not the legal obligation of the **tenant** are the sole responsibility of the **certificate holder**, are not to be deducted from the **security deposit**, and are not claimable.

Markup charges levied by the **certificate holder** for arranging cleaning or repairs remain the responsibility of the **certificate holder** to pay and are not claimable.

F. Delinquent Rent Notices or Eviction Orders

We may reduce or deny a **certificate holder's** loss of **rent** claim if the **certificate holder**:

1. Fails to issue written notices as prescribed by the laws or statutes of the state in which the **property** is located for payment of **delinquent rent**;
2. Fails to file for an **eviction order** due to **delinquent rent**; or
3. Fails to pursue a **writ of possession** if the **tenant** fails to make the scheduled **rent** payments in the **eviction order**, or fails to vacate the **property**.

If laws in the state in which the **property** is located allow a **certificate holder** to send formal notices advising the **tenant** that failure to pay outstanding **rent** may result in eviction, then the **certificate holder** must exercise those rights in accordance with the time period allowed. If the only process available to the **certificate holder** is to file for eviction when the **rent** is **delinquent**, then the **certificate holder** must file for eviction within 15 (fifteen) days of delinquency, not including any additional grace period. If the **certificate holder** does not file by the 15th (fifteenth) day, the claim will be reduced by the number of days by which the filing was delayed.

If the **certificate holder** makes a filing error which requires the eviction filing to be resubmitted, then the claim for loss of **rent** will be reduced by the amount of time that elapses between the first attempt and subsequent successful filing.

G. Failure to Repair and Re-lease

The **certificate holder** must demonstrate that the **certificate holder** initiated the necessary steps to return the **property** to the rental market within 7 days after the departure of the **tenant** or the date damage is discovered. If the **certificate holder** fails to do so, **we** will commence the loss of **rent** claim beginning on the date it would have been reasonable for the **certificate holder** to have repaired any damage and attempted to re-lease the **property**.

H. Delaying Repairs

If the **certificate holder** causes unreasonable delays in commencing or carrying out any repair or rebuilding work, **we** will reduce the rental income benefit to take into account any loss of **rent** that results from the **certificate holder's** delay.

Repairs must be carried out by a tradesperson who carries all applicable insurances and is appointed by the **certificate holder**.

I. Leases

All **leases**, including month to month, must be in writing.

LOSS OF RENT CALCULATION

If the **certificate holder** is liable for loss of **rent** as set forth in the **property management agreement**, loss of **rent** is calculated using either:

1. The monthly rent of the tenant in accordance with their current lease; or
2. The monthly rent sum stated on the certificate of insurance, whichever is less.

The amount payable will be calculated by determining the daily **rent** by multiplying the monthly **rent** by 12 (twelve) and dividing by 365 (three hundred sixty-five). This amount will then be multiplied by the number of weeks or days' loss of rent the **certificate holder** is entitled to collect.

This amount will then be reduced by any **security deposit** remaining after subtracting all **allowable re-leasing expenses**. A claim will be calculated until earliest of the following:

1. The day before the **property** is re-leased;
2. The date the **lease** expires either naturally or by eviction;
3. The date the **certificate holder** withdraws the **property** from the rental market;
4. The date the **tenant** vacated if no effort is made to replace the **tenant**; or
5. The Expiration Date shown on the **certificate of insurance**.

Maintenance costs that the **certificate holder** voluntarily elects to incur, but are not the past **tenant's** obligation, are not to be deducted from the **security deposit** and must be paid for by the **certificate holder**. All markup charges levied by the **certificate holder's** agent for arranging repairs or cleaning are payable by the **certificate holder**.

The resulting amount, if it exceeds the limit indicated in the **certificate of insurance** that applies to the event being claimed, will then be reduced to that limit.

LOSS ADJUSTMENT AND SETTLEMENT

A. LOSS ADJUSTMENT/PAYABLE

Loss, if any, will be adjusted with and payable to the **certificate holder** named in an issued **certificate of insurance**.

B. VALUATION

If the **certificate holder** is liable for physical loss as set forth in the **property management agreement**, adjustment of the physical loss amount under Additional Benefits of this Master Policy will be computed as of the date of loss at the **property**, and for no more than the **certificate holder's** interest, subject to the following:

The loss amount will not exceed the lesser of the following:

1. All with due diligence and dispatch the cost:
 - a. To repair;
 - b. To rebuild or replace on the same site with new materials of like size, kind, and quality; or
 - c. In rebuilding, repairing, or replacing on the same or another site, but not to exceed the size and operating capacity that existed on the date of loss.

2. The **actual cash value** if:
 - a. Such **property** is useless to the **certificate holder**; or
 - b. The **certificate holder** elects not to repair or replace the **property** lost, damaged, or destroyed.

We will replace any items of personal property which are less than 10 (ten) years old with a new one if they cannot be economically repaired. For personal property items that are over 10 (ten) years old, we will pay the **certificate holder** the **actual cash value**.

C. CARPETS

We will only pay for repair or replacement of carpet in the room where damage occurs. This could include carpet within that room that is undamaged. However, we will not pay to repair or replace undamaged carpet in other rooms to achieve a match with the carpet repaired or replaced.

We will try to match carpet with the original materials, if that is not possible, we will reserve the right to use nearest equivalent or similar materials.

D. CURTAINS

We will only pay for repair or replacement of damaged curtains in the room where damage occurs. This could include curtains within that room that are undamaged. However, we will not pay to repair or replace undamaged curtains in other rooms to achieve a match with the curtains repaired or replaced.

We will try to match curtains with the original materials, if that is not possible, we will reserve the right to use nearest equivalent or similar materials.

E. FURNITURE COVERING

If the covering of an item of furniture cannot be repaired or replaced (or repairs have been unsuccessful), we will pay the **certificate holder** the replacement cost of the furniture. However:

1. For furniture that is more than 10 (ten) years old, we will pay the certificate holder the actual cash value, and
2. For any unsuccessful repairs, we will pay the replacement cost less any applicable deductible.

If the covering of an item of furniture cannot successfully be repaired or replaced and it forms part of a set (or suite), we will treat the entire set as a total loss.

LOSS CONDITIONS

A. REQUIREMENTS IN CASE OF LOSS

The **certificate holder** must:

1. Give notice as soon as possible after the **certificate holder** has been made aware of the loss.
2. Protect the **property** from further loss or damage.
3. Promptly separate the damaged and undamaged **property** and put it in the best possible order; and furnish a complete inventory of the lost, destroyed, damaged, and undamaged **property** showing in detail the quantities, costs, **actual cash value**, replacement value, and amount of loss claimed.
4. Give a signed and sworn proof of loss or other documents requested to us within 90 (ninety) days after the loss, unless that time is extended in writing by us. The proof of loss must state the **certificate holder's** knowledge and belief as to:
 - a. The time and origin of the loss;
 - b. The **certificate holder's** interest and that of all others in the **property**; and
 - c. The **actual cash value** and replacement value of each item and the amount of loss to each item; all encumbrances; and all other contracts of insurance, whether valid or not, covering any of the **property**.

The documents we may request include, but are not limited to, the following:

- (1) A copy of the current **tenant's lease** and the **lease** for the new ongoing **tenant**;

- (2) A copy of the **tenant's** rental payment history if the claim involves loss of **rent**, **malicious damage**, or theft by the **tenant**;
- (3) Copies of any, written notices, **eviction orders**, and possession proceedings documents;
- (4) Evidence of dated, published advertising to demonstrate efforts to re-lease the **property**;
- (5) Proof of ownership, such as receipts, valuations, photographs, warranties, or instruction manuals, for items which have been stolen or damaged;
 - (a) Itemized quotes to repair or replace damaged items. If the Insurers have appointed an assessor, they can assist with sourcing quotes if required;
 - (b) Invoices to justify the cost of leasing expenses that were deducted from the **tenant's security deposit**;
 - (c) Copies of move-in/move-out and routine property inspection reports along with photographs or video evidence to support a claim for damages;
 - (d) Declination letters from other insurers;
 - (e) Documentation of verifiable service animal;
 - (f) Any other court issued documents, letters, claims, writ, or summons, in relation to a claim; and
 - (g) A copy of the police report for **malicious damage**, theft, or arson.

B. SUBROGATION

The **certificate holder** is required to cooperate in any subrogation proceedings. **We** may require from the **certificate holder** an assignment or other transfer of all rights of recovery against any party for loss to the extent of **our** payment.

If the **certificate holder** enters into an agreement with the **tenant** responsible for loss or damage to the **property** to accept a financial consideration as full settlement of the **tenant's** legal debt, the **certificate holder** has effectively prevented **us** from exercising **our** right to recovery. In such circumstances, **we** will consider that the **certificate holder** has elected to self-insure the loss and will not provide the **certificate holder** with coverage under this Master Policy.

Any recovery from subrogation proceedings, less costs incurred by **us** in such proceedings, will be payable to the **certificate holder** in the proportion that the amount of:

1. Any applicable **deductible**; and
2. Any provable uninsured loss;

bears to the entire provable loss amount.

If the **certificate holder** receives payment from a **tenant** for which the **certificate holder** has already received a claim benefit, then **certificate holder** must remit the amount to **us** after the deduction of:

1. Any applicable **deductible**; and
2. Any amount that was not claimable under the Master Policy for which the **tenant** was legally obligated to pay under the **lease**.

C. ARBITRATION

If the **certificate holder** and **we** fail to agree in whole or in part regarding any aspect of this Master Policy, each party shall, within 10 (ten) days after the demand in writing by either party, appoint a competent and disinterested arbitrator and the two chosen shall, before commencing the arbitration, select a competent and disinterested umpire. The arbitrators together shall determine such matters in which the **certificate holder** and **we** shall so fail to agree and shall make an award thereon, and if they fail to agree, they will submit their differences to the umpire and the award in writing of any two, duly verified, shall determine the same.

The parties to such arbitration shall pay the arbitrators respectively appointed by them and bear equally the expenses of the arbitration and the charges of the umpire.

D. SUIT AGAINST US

No suit, action, or proceeding for the recovery of any claim will be sustained against **us** in any court of law or equity unless:

1. The **certificate holder** has fully complied with all the provisions of this Master Policy; and
2. Legal action is started within 12 (twelve) months after inception of the loss.

If, under the insurance laws of the jurisdiction in which the **property** is located, such 12 (twelve) months' limitation is invalid, then any such legal action needs to be started within the shortest limit of time permitted by such laws.

E. COLLECTION FROM OTHERS

We will not be liable for any loss to the extent that the **certificate holder** has collected for such loss from others.

F. CHOICE OF LAW

This Master Policy will be subject to the applicable state laws to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit clause endorsed to this Master Policy.

GENERAL PROVISIONS

A. ADDITIONAL INSURED INTERESTS

Additional insured interests are automatically added to this Master Policy as their interest may appear as additional named insured, lender, mortgagee, or loss payee in the **certificates of insurance** on file with **us**. Such interests become effective on the date shown in the **certificate of insurance** and will not amend, extend, or alter the terms, conditions, provisions, exclusions, and limits of cover of this Master Policy and in no event will provide coverage broader than that afforded the **certificate holder**.

B. TENANT SCREENING CRITERIA

The **certificate holder** must ensure that the **tenant** has been screened in a professional manner that is diligent and thorough and complies with all federal, state, and local laws including industry best practices.

C. CANCELLATION OF MASTER POLICY

This Master Policy may be canceled:

1. At any time at the Master Policyholder's request by surrendering this Master Policy to **us** or by giving written notice to **us** stating when such cancellation will take effect; or
2. By **us** by giving the Master Policyholder not less than:
 - a. 90 (ninety) days' written notice of cancellation; or
 - b. 10 (ten) days' written notice of cancellation if the Master Policyholder fails to remit, when due, payment of premium for this Master Policy.

Return of any unearned premium will be calculated on the customary short rate basis if the Master Policyholder cancels and on a pro-rata basis if **we** cancel this Master Policy. Return of any unearned premium will be made by **us** as soon as practicable.

Cancellation of this Master Policy will not reduce the term of any **certificate of insurance** as to which premium was paid and accepted by **us** before the end of the Policy term shown in the Declarations. Each **certificate of insurance** will remain in effect, subject to all of the terms and conditions of this Master Policy, until such time as each **certificate of insurance** expires, but in no case for a period longer than 12 (twelve) months.

D. CANCELLATION OF CERTIFICATES

Cooling off period the **certificate holder** has the right to cancel and return the insurance contract within 21 (twenty-one) days of the Effective Date shown on the **certificate of insurance**, if after reading all documentation attached to this Master Policy, the **certificate holder** decides the product does not suit their needs. Provided a claim has not been made during the 21 (twenty-one) day period, **we** will return the amount the **certificate holder** paid and **certificate of insurance** will cancel.

Certificates of insurance may also be canceled:

1. At any time at a **certificate holder's** request by surrendering the **certificate of insurance** to **us** or by giving written notice to **us** stating when such cancellation will take effect; or
2. By **us** by giving the **certificate holder** not less than:
 - a. 90 (ninety) days' written notice of cancellation; or
 - b. 10 (ten) days' written notice of cancellation if the **certificate holder** fails to remit, when due, payment of premium for the **certificate of insurance**.

Return of any unearned premium will be calculated on the customary short rate basis if the **certificate holder** cancels and on a pro-rata basis if **we** cancel a **certificate of insurance**. Return of any unearned premium will be made by **us** as soon as practicable.

E. INSPECTIONS

We, at all reasonable times, will be permitted, but will not have the duty, to inspect the **property**. **Our**:

1. Right to make inspections;
2. Making of inspections; or
3. Analysis, advice, or inspection report,

will not constitute an undertaking, on behalf or for the benefit of the **certificate holder** or others, to determine or warrant that the **property** is safe or healthful. **We** will have no liability to the **certificate holder** or any other person because of any such inspection or failure to inspect.

F. ACCESS TO RECORDS

The **certificate holder** must make available to **us** at all reasonable times, and **we**, through **our** designated representatives, will have the right to inspect and copy at **our** own expense, during the period of this Master Policy and thereafter, all books, papers, and other records of the **certificate holder** and the **certificate holder's** agents or brokers in connection with this Master Policy or the subject matter hereof.

G. PROVISIONS APPLICABLE TO SPECIFIC JURISDICTIONS

Any terms of this Master Policy that conflict with applicable statutes (or statutes deemed applicable by a court of competent jurisdiction) are amended to conform with the minimum requirements of such statutes.

H. MISREPRESENTATION AND FRAUD

This entire Master Policy will be void if, whether before or after a loss, the Master Policyholder has:

1. Willfully concealed or misrepresented any material fact or circumstance concerning this insurance, the subject thereof, any insurance claim, or the Master Policyholder's interest;
2. Made any attempt to defraud **us**; or
3. Made any false swearing.

A **certificate of insurance** will be void, if, whether before or after a loss, the **certificate holder** has:

1. Willfully concealed or misrepresented any material fact or circumstance concerning this insurance, the subject thereof, any insurance claim, or the **certificate holder's** interest;
2. Made any attempt to defraud **us**; or
3. Made any false swearing.

I. OTHER INSURANCE

1. If there is any other insurance that would apply in the absence of this Master Policy, this Master Policy will apply only after such insurance whether collectible or not.

2. The **certificate holder** is permitted to have other insurance over any limits of cover specified elsewhere in this Master Policy without prejudice to this Master Policy. The existence of any such insurance will not reduce any limit of liability in this Master Policy. Any other insurance that would have provided primary coverage in the absence of this Master Policy will not be considered excess.
3. The **certificate holder** is permitted to have other insurance for all, or any part, of any **deductible** in this Master Policy.
4. The existence of such other insurance will not prejudice recovery under this Master Policy. If the limits of liability of such other insurance are greater than this Master Policy's applicable **deductible**, this Master Policy's insurance will apply only after such other insurance has been exhausted.
5. In the event this Master Policy is deemed to contribute with other insurance, the limit of liability applicable at each **property**, for purposes of such contribution with other insurers, will be the latest amount shown in the **certificate of insurance**.

J. MASTER POLICY MODIFICATION

The Master Policyholder and **we** may request changes to this Master Policy. This Master Policy can be changed only by endorsements issued by **us** and made a part of this Master Policy.

Notice to any agent or knowledge possessed by any agent or by any other person will not:

1. Change any part of this Master Policy; or
2. Prevent **us** from asserting any rights under the provisions of this Master Policy.

K. CERTIFICATE OF INSURANCE MODIFICATION

The **certificate holder** and **we** may request changes to a **certificate of insurance**. A **certificate of insurance** can be changed only by endorsements issued by **us** and made a part of the **certificate of insurance**.

Notice to any agent or knowledge possessed by any agent or by any other person will not:

1. Change any part of a **certificate of insurance**; or
2. Prevent **us** from asserting any rights under a **certificate of insurance**.

L. SALVAGE AND RECOVERIES

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

M. REASONABLE CARE

If the **Certificate Holder** does not take reasonable care to:

1. Avoid the risk of injury to **tenants** and others;
2. Ensure that the **property** location does not have defects that may cause injury to any person at the time a **tenant** takes possession or that such defects identified at any other time are rectified promptly once they have been brought to the **certificate holder's** attention;
3. Maintain the **property** in a good state of repair;
4. Ensure that all building, maintenance, or repairs to the **property** are undertaken by appropriately licensed and qualified person(s); and
5. Comply with all statutory obligations, by-laws, and regulations imposed by any public authority for the safety of persons or property;

then **we** will not pay for loss, damage, liability, or injury to which such failure to take reasonable care contributes.

N. PREMIUM

The Master Policyholder is responsible for the payment of premiums to **us**. The **certificate holder** is responsible for the payment of applicable premiums to the Master Policyholder. The Master Policyholder will report to **us** the total number of **properties** covered under each **certificate of insurance** and will remit the premium to **us** based on that report.

O. UNOCCUPIED PROPERTIES

Once the **property** has been **unoccupied** for 60 (sixty) days, insurance coverage must be placed elsewhere within 15 (fifteen) days and the **certificate holder** must apply for a pro rata refund of premium and cancellation of coverage.

Regardless of whether the **certificate holder** applies for the cancellation, the Master Policy coverage will not apply after the **property** has been **unoccupied** for 75 (seventy-five) days.

DEFINITIONS

Some Key words and terms are used in this **Master Policy**. Wherever the following words or terms are used in the Master Policy they mean what is set out below:

Act	The act/s pertaining to Landlord-Tenant Laws in the state in which the property is located.
Actual cash value	Actual cash value means the amount it would cost to repair or replace property , on the date of loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation.
Allowable re-leasing expenses	Allowable re-leasing expenses means expenses that the tenant is obligated to pay under their lease or the relevant Landlord-Tenant Laws. Allowable re-leasing expenses include, but are not limited to: <ol style="list-style-type: none"> 1. Property cleanup including rubbish removal; 2. Advertising fees; 3. Agent re-leasing fees; and 4. Carpet cleaning.
Arrears at Master Policy commencement	If the tenant is in rent arrears at the commencement of this Master Policy cover limitations will apply. Refer to Conditions on page 8 of the Master Policy for full details.
Certificate Holder	Certificate holder means the entity that has enrolled and been accepted for coverage under a certificate of insurance
Certificate of Insurance	Certificate of insurance means the Insurance Certificate issued to a certificate holder that provides proof of coverage under this Master Policy.

Deductible	<p>The first amount of any claim, which the Certificate Holder contributes. We will deduct the amount of the deductible before the application of the maximum sum insured limits.</p> <p>The deductible amount must be paid by the Certificate Holder and is not considered an allowable re-leasing expense to be deducted from the security deposit.</p>
Delinquent Rent	<p>Delinquent rent means that portion of rent that tenant has failed to pay within 5 (five) days of the rent due date.</p>
Delinquent Rent Notices	<p>A formal notice prescribed by local statutes or laws advising the tenant that failure to pay outstanding rent may result in eviction. If your state does not have prescribed statutes and the only process available to you is to file for eviction when the rent is delinquent, then you must file for eviction within 15 days of delinquency, not including any additional grace period. If you do not file by the 15th day the claim will be reduced by the number of days by which the filing was delayed.</p>
Earth Movement	<p>Earth movement means earth movement such as, but not limited to, earthquake, volcanic eruption, lava flow, landslide, subsidence, mudflow, pressure, sinkhole, erosion, or the sinking, rising, shifting, creeping, expanding, bulging, cracking, settling, or contracting of the earth.</p>
Eviction filing fee, Eviction Defense costs	<p>Eviction filing fees and eviction defense costs means costs incurred relating to an eviction lawsuit where a claim or complaint has been filed with a court or regulatory agency due to rent delinquency.</p>
Eviction Order	<p>Eviction order means an order granted by a court, issued after the landlord wins an eviction lawsuit against the tenant, typically requiring the tenant to meet a payment schedule set by the court to vacate the property.</p>
Flood	<p>Flood means rising waters, waves, tide, or tidal water, the release of water, the rising, overflowing, or breaking of boundaries of natural or man-made bodies of water, or the spray therefrom, surface waters or sewer back-up resulting from any of the foregoing regardless of any other cause or event contributing concurrently or in any other sequence of loss.</p>
Fungi	<p>Fungi means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents, or byproducts produced or released by fungi.</p>
Landlord-Tenant Laws	<p>Landlord-Tenant Laws means the part of common or statutory law that details the rights, duties, and responsibilities of landlords and tenants with respect to leasehold rental properties and may include elements of both real property law and contract law.</p>
Lease	<p>Lease means the documented lease contract in place between landlord and tenant that may, with consent after the lease expires, become a month-to-month tenancy, subject to the rental terms of the original lease.</p> <p>Lease does not include verbal leases under any circumstances.</p>

<p>Lock Box</p>	<p>Lock box means a single use digital access code lock or digital lock box device attached to the property that allows prospective tenants to inspect vacant properties as a "self-showing" to determine the property's suitability to lease.</p> <p>Lock box does not include static code locks or lock boxes with a static code.</p>
<p>Malicious damage</p>	<p>Malicious damage means damage to the property that is deliberate, intentional, and motivated by spite, malice, or vindictiveness. It includes arson where the fire is intentionally started.</p> <p>Malicious damage does not include:</p> <ol style="list-style-type: none"> 1. Damage caused by the certificate holder or someone acting under the express consent of the certificate holder or the certificate holder's family; 2. Tenant carelessness, neglect, unhygienic living habits, or poor housekeeping; 3. Damage caused by children under the age of 12 (twelve) years; 4. Damage caused by domestic pets; 5. Scratching, denting, chipping, or scorching; or 6. Damage as a result of repairs or attempted repairs carried out by the tenant.
<p>Market Conditions</p>	<p>Market conditions means loss of rent incurred at the property for reasons unrelated to the tenancy, e.g. low vacancy rate in the market or unrealistic rent expectations by the certificate holder.</p>
<p>Pay to Stay</p>	<p>Pay to Stay means a tenant has paid all the required court ordered delinquent rent and charges after an eviction order has been granted and, as a result, is allowed to stay in the property.</p>
<p>Period of insurance</p>	<p>Period of insurance means the day following the tenant's rent "paid to" date through to when the property is re-leased, the tenant's lease expires, or the applicable limit is reached, whichever occurs first.</p> <p>Period of insurance does not include any additional time due to the certificate holder's inability to resume operations for any reason.</p> <p>Period of insurance may not extend beyond the Expiration Date shown in the certificate of insurance.</p>
<p>Policy Period</p>	<p>Policy period means the time period between the Effective Date and Expiration Date shown on the certificate of insurance.</p>
<p>Poor Housekeeping</p>	<p>Poor housekeeping means poor housekeeping practices or neglect, such as unclean or unhygienic living habits, lack of care, failure to control pets, accumulation of rubbish, or failure to control children under the age of 18 (eighteen) years.</p>

Possessions	Possessions means items belonging to the tenant such as clothing, furniture, and white goods that the certificate holder is required to store for a period of time as described by landlord-tenant laws .
Property	Property means the building and its contents at the address set out in the certificate of insurance which is: <ol style="list-style-type: none"> 1. Owned by the property owner; 2. For use by the tenant; 3. Primarily used as a residential rental; and 4. Professionally managed by the certificate holder.
Property Claims Service (PCS) Catastrophe Event	Property claims service (PCS) catastrophe event means catastrophes defined by the PCS as events that: <ol style="list-style-type: none"> 1. Cause USD 25 (twenty-five) million or more in direct insured losses to property; and 2. Affect a significant number of policyholders and insurers and are given a catastrophe serial number. <p>Catastrophes are classified and divided by name into fire - other, hurricane, utility service disruption, wind and thunderstorm, and winter storm. The types of insured perils that have caused insured losses deemed catastrophic by PCS include, without limitation, tornadoes, hurricanes, storms, floods, ice and snow, freezing, wind, water damage, hail, earthquakes, fires, explosions, terrorism, volcanic eruptions, workers compensation bodily injury, and civil disorders.</p>
Professional Property Management Agent	Professional property management agent means a person or business that manages rental property for its owners as a regular part of their business activity and does so under the terms of a property management agreement signed by both parties. Where the state requires it, the professional property management agent must have all required state licensing.
Property Management Agreement	Property management agreement means a Scheer Landlord Protection Agreement or similar agreement between the certificate holder and the property owner setting forth the rights and duties of the parties.
Property Owner	Property owner means the legally registered owner of the property .
Rent	Rent means the financial obligation of the tenant under the lease at the time of loss or damage subject to the maximum amount set out in the certificate of insurance .
Rent Concessions	Rent concession means an inducement offered to a tenant to lease the property . The concession may be in the form of rent-free period , rent holiday , or a short-term reduction in rent .
Rent Due Date	Rent due date means the first day that rent is due according to the lease and does not include any grace period.

Security Deposit	Security deposit means those monies paid by the tenant and held as a security deposit against damage or outstanding rent . This Master Policy assumes the collection of one month's rent as a minimum security deposit .
Service, companion and/or emotional support Animal	Service, companion, or emotional support animal means a support animal that a qualified third party has determined provides a benefit to an individual with a verifiable disability. Service, companion, or emotional support animal includes any animal individually trained to do work or perform tasks to meet the requirements of a disabled person, including, but not limited to, minimal protection work, rescue work, pulling a wheelchair, or retrieving dropped items.
Sheriff, Marshal or Constable fees	Sheriff, marshal, or constable fees means costs incurred for a sheriff, marshal, or constable directly resulting from services for the purpose of evicting a tenant .
Tenant	Tenant means the person or persons named in the current lease who occupy the property .
Tenantable	Tenantable means the condition of the property whereby such property could be reasonably and safely re-leased in its current condition without adversely affecting the amount of rent being sought.
Unmanned aircraft	Unmanned aircraft means an aircraft that is not designed, manufactured, or modified after manufacture to be controlled directly by a person from within or on the aircraft.
Unoccupied	Unoccupied means property that has not been occupied for 60 (sixty) days or more.
Untenantable	Untenantable means the condition of the property that renders it unreasonable for the professional property management agent to attempt to re-lease the property until loss or damage claimable under this Master Policy has been repaired, replaced, or reinstated but does not include periods of elective maintenance or improvement.
We, us and our	We, us, and our means the insurer issuing this Master Policy.
Writ of Possession	Writ of possession means an order obtained from the local sheriff, marshal, or constable after the tenant either fails to comply with the payment arrangements set forth in the eviction order or fails to vacate the property once the eviction order is posted.

A STOCK COMPANY



Evanston Insurance Company

10275 West Higgins Road, Suite 750

Rosemont, IL 60018

INSURANCE POLICY

Coverage afforded by this policy is provided by the Company (Insurer) and named in the Declarations.

In **Witness Whereof**, the company (insurer) has caused this policy to be executed and attested and countersigned by a duly authorized representative of the company (insurer) identified in the Declarations.



Secretary



President

MJIL 1000 08 10



Evanston Insurance Company

**PROPERTY MANAGEMENT AGREEMENT
CONTRACTUAL LIABILITY INSURANCE MASTER POLICY DECLARATIONS**

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE INSURER AGREES WITH THE NAMED INSURED TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Master Policyholder name and address (No., Street, Town or City, State, Zip Code)
The Real Estate Services Purchasing Association 1 N Franklin St Suite 3600 Chicago, IL 60606

Policy term		
Effective Date:	03/01/2022	At 12:01 a.m. at the mailing address shown above.
Expiration Date:	03/01/2023	

Policy premium
See Certificate of Insurance

Deductible
See Certificate of Insurance

Limits of Liability
See Certificate of Insurance

Producer Number, Name, and Address
Citadel Insurance Services LC 2600 W Executive Parkway Suite 500 Lehi, UT 84043

CLASSIFICATION AND PREMIUM

Premium Basis per lease.	Total Advance Premium	\$	See Certificate of Insurance
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FORMS AND ENDORSEMENTS


See Forms Schedule MDIL 1001 08 10 attached

Notices

Notices required to be provided to the Insurer under this Master Policy must be addressed to:

See Certificate of Insurance

THESE DECLARATIONS, TOGETHER WITH THE MASTER POLICY COVERAGE FORM, ENDORSEMENTS, AND NOTICES, IF ANY, COMPLETE THE ABOVE NUMBERED MASTER POLICY.

03/01/2022	
Countersignature Date	
	AUTHORIZED REPRESENTATIVE

EVANSTON INSURANCE COMPANY FORMS SCHEDULE

FORMS APPLICABLE TO ALL CERTIFICATES OF INSURANCE

MIL-TERR-1	05 20	Confirmation of Certified Acts of Terrorism Coverage – Terrorism Risk Insurance Act
MPIL 1004-AK	02 10	Alaska Policyholder Notice 3 AAC 25.050
MPIL 1007	01 20	Privacy Notice
MPIL 1009-TX	05 20	Texas Important Notice
MPIL 1024-IN	10 20	Indiana Notice to Policyholders regarding Filing Complaints with the Department of Insurance
MPIL 1039-CA	01 20	Important Notice - California Surplus Lines (D2)
MPIL 1083	04 15	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
MJIL 1000	08 10	Signature Page
MDCL 1000	03 22	Property Management Agreement Contractual Liability Insurance Master Policy Declarations
MECL 0001	03 22	Property Management Agreement Contractual Liability Insurance Master Policy
MIL 1219	09 20	Cap On Losses from Certified Acts of Terrorism
MEIL 1200	02 20	Service Of Suit
MEIL 1200-CA	01 20	Service Of Suit - California
MECL 2300	03 22	Exclusion - Cyber Incident, Data Compromise, and Violation of Statutes Related to Personal Data
MIL 1214	09 17	Trade Or Economic Sanctions

FORMS APPLICABLE ONLY TO CERTIFICATES OF INSURANCE ISSUED IN THE STATE INDICATED

AK	MECL 2400	03 22	Alaska Changes - Cancellation
AR	MECL 2401	03 22	Arkansas Changes - Cancellation And Nonrenewal
CT	MECL 2402	03 22	Connecticut Changes - Cancellation And Nonrenewal
FL	MECL 2403	03 22	Florida Changes - Cancellation And Nonrenewal
GA	MECL 2404	03 22	Georgia Changes - Cancellation And Nonrenewal
IN	MECL 2405	03 22	Indiana Changes - Cancellation And Nonrenewal
IA	MECL 2406	03 22	Iowa Changes - Cancellation And Nonrenewal
LA	MECL 2407	03 22	Louisiana Changes - Cancellation And Nonrenewal
ME	MECL 2408	03 22	Maine Changes - Cancellation And Nonrenewal
MI	MECL 2409	03 22	Mississippi Changes - Cancellation And Nonrenewal
MT	MECL 2410	03 22	Montana Changes - Cancellation And Nonrenewal
NE	MECL 2411	03 22	Nebraska Changes - Cancellation And Nonrenewal
NV	MECL 2416	03 22	Nevada Changes - Cancellation And Nonrenewal
OK	MECL 2412	03 22	Oklahoma Changes - Cancellation And Nonrenewal
OK	IL 01 79	10 02	Oklahoma Notice
PA	MECL 2413	03 22	Pennsylvania Changes - Cancellation And Nonrenewal
SC	MECL 2414	03 22	South Carolina Changes - Cancellation And Nonrenewal
VT	MECL 2417	03 22	Vermont Changes - Cancellation And Nonrenewal
WY	MECL 2415	03 22	Wyoming Changes - Cancellation And Nonrenewal

EVANSTON INSURANCE COMPANY

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

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

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC.

Please read this Notice carefully.

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 – <https://www.treasury.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will 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 nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

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with its permission.

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

CONFIRMATION OF CERTIFIED ACTS OF TERRORISM COVERAGE – TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium:	\$0
Federal Share of Terrorism Losses:	80%

Disclosure Of Premium

We have notified you that under the Terrorism Risk Insurance Act we must make certified acts of terrorism coverage available in the policies we offer.

Certified acts of terrorism coverage has been provided because either you have indicated to us or your agent that certified acts of terrorism coverage is desired or we have provided certified acts of terrorism coverage at no additional charge. If you have chosen to purchase certified acts of terrorism coverage, the premium charge is the amount shown in the Schedule of this notice.

If there is no premium shown above or the premium shown is \$0, there is no separate premium for the coverage during this policy period.

Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in the Schedule of this notice) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

ISSUING COMPANY PRIVACY NOTICE

U. S. Consumer Privacy Notice Rev. 1/1/2020

FACTS	WHAT DOES MARKEL GROUP OF COMPANIES REFERENCED BELOW (INDIVIDUALLY OR COLLECTIVELY REFERRED TO AS "WE", "US", OR "OUR") DO WITH YOUR PERSONAL INFORMATION?
Why?	In the course of Our business relationship with you, We collect information about you that is necessary to provide you with Our products and services. We treat this information as confidential and recognize the importance of protecting it. Federal and state law gives you the right to limit some but not all sharing of your personal information. Federal and state law also requires Us to tell you how We collect, share, and protect your personal information. Please read this notice carefully to understand what We do.
What?	<p>The types of personal information We collect and share depend on the product or service you have with Us. This information can include:</p> <ul style="list-style-type: none"> • your name, mailing and email address(es), telephone number, date of birth, gender, marital or family status, identification numbers issued by government bodies or agencies (i.e.: Social Security number or FEIN, driver’s license or other license number), employment, education, occupation, or assets and income from applications and other forms from you, your employer and others; • your policy coverage, claims, premiums, and payment history from your dealings with Us, Our Affiliates, or others; • your financial history from other insurance companies, financial organizations, or consumer reporting agencies, including but not limited to payment card numbers, bank account or other financial account numbers and account details, credit history and credit scores, assets and income and other financial information, or your medical history and records. <p>Personal information does not include:</p> <ul style="list-style-type: none"> • publicly-available information from government records; • de-identified or aggregated consumer information. <p>When you are no longer Our customer, We continue to share your information as described in this Notice as required by law.</p>
How?	All insurance companies need to share customers’ personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers’ personal information; the reasons We choose to share; and whether you can limit this sharing. We restrict access to your personal information to those individuals, such as Our employees and agents, who provide you with insurance products and services. We may disclose your personal information to Our Affiliates and Nonaffiliates (1) to process your transaction with Us, for instance, to determine eligibility for coverage, to process claims, or to prevent fraud, or (2) with your written authorization, or (3) otherwise as permitted by law. We do not disclose any of your personal information, as Our customer or former customer, except as described in this Notice.

Reasons We can share your personal information	Do We share?	Can you limit this sharing?
For Our everyday business purposes and as required by law – such as to process your transactions, maintain your account(s), respond to court orders and legal/regulatory investigations, to prevent fraud, or report to credit bureaus	Yes	No
For Our marketing purposes – to offer Our products and services to you	Yes	No
For Joint Marketing with other financial companies	Yes	No
For Our Affiliates’ everyday business purposes – information about your transactions and experiences	Yes	No
For Our Affiliates’ everyday business purposes – information about your creditworthiness	No	We don’t share
For Our Affiliates to market you	No	We don’t share
For Nonaffiliates to market you	No	We don’t share
Questions? Call (888) 560-4671 or email privacy@markel.com		

Who We are	
Who is providing this Notice?	A list of Our companies is located at the end of this Notice.

What We do	
How do We protect your personal information?	We maintain reasonable physical, electronic, and procedural safeguards to protect your personal information and to comply with applicable regulatory standards. For more information, visit www.markel.com/privacy-policy .
How do We collect your personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • complete an application or other form for insurance • perform transactions with Us, Our Affiliates, or others • file an insurance claim or provide account information • use your credit or debit card <p>We also collect your personal information from others, such as consumer reporting agencies that provide Us with information such as credit information, driving records, and claim histories.</p>
Why can’t you limit all sharing of your personal information?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for Affiliates’ everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • sharing for Nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the Other Important Information section of this Notice for more on your rights under state law.</p>
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Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Our Affiliates include member companies of Markel Group.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Nonaffiliates that We can share with can include financial services companies such as insurance agencies or brokers, claims adjusters, reinsurers, and auditors, state insurance officials, law enforcement, and others as permitted by law.
Joint Marketing	A formal agreement between Nonaffiliated companies that together market financial products or services to you. <ul style="list-style-type: none"> • Our Joint Marketing providers can include entities providing a service or product that could allow Us to provide a broader selection of insurance products to you.

Other Important Information	
<p>For Residents of AZ, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, and VA: Under state law, under certain circumstances you have the right to access and request correction, amendment or deletion of personal information that We have collected from or about you. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560- 4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We may charge a reasonable fee to cover the costs of providing this information. We will let you know what actions We take. If you do not agree with Our actions, you may send Us a statement.</p>	
<p>For Residents of CA: You have the right to review, make corrections, or delete your recorded personal information contained in Our files. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We do not and will not sell your personal information.</p> <p>For the categories of personal information We have collected from consumers within the last 12 months, please visit: www.markel.com/privacy-policy.</p>	
<p>For Residents of MA and ME: You may ask, in writing, for specific reason, for an adverse underwriting decision.</p>	
<p>Markel Group of Companies providing this Notice: City National Insurance Company, Essentia Insurance Company, Evanston Insurance Company, FirstComp Insurance Company, Independent Specialty Insurance Company, National Specialty Insurance Company, Markel Bermuda Limited, Markel American Insurance Company, Markel Global Reinsurance Company, Markel Insurance Company, Markel International Insurance Company Limited, Markel Service, Incorporated, Markel West, Inc. (d/b/a in CA as Markel West Insurance Services), Pinnacle National Insurance Company, State National Insurance Company, Inc., Superior Specialty Insurance Company, SureTec Agency Services, Inc. (d/b/a in CA as SureTec Agency Insurance Services), SureTec Indemnity Company, SureTec Insurance Company, United Specialty Insurance Company, Inc.</p>	

EVANSTON INSURANCE COMPANY TEXAS IMPORTANT NOTICE

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

EVANSTON INSURANCE COMPANY

To get information or file a complaint with your insurance company or HMO:

Call: Markel Legal Department Toll-free: 1-800-507-7626

Online: www.markel.com

Email: legalregulatory@markel.com

Mail: 10275 West Higgins Rd, Suite 750, Rosemont, IL 60018

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

EVANSTON INSURANCE COMPANY

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Markel Legal Department

Teléfono gratuito: 1-800-507-7626

Online: www.markel.com

Correo electrónico: legalregulatory@markel.com

Dirección postal: 10275 West Higgins Rd, Suite 750, Rosemont, IL 60018

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

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EVANSTON INSURANCE COMPANY

INDIANA NOTICE TO POLICYHOLDERS REGARDING FILING COMPLAINTS WITH THE DEPARTMENT OF INSURANCE

Questions regarding your policy or coverage should be directed to:

EVANSTON INSURANCE COMPANY
1-(800) 446-6671

If you (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395 Complaints can be filed electronically at www.in.gov/idoi.

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM (CASUALTY)

This endorsement modifies all commercial liability coverage included in the policy that is subject to Sec. 102, (12) of the federal Terrorism Risk Insurance Act of 2002, as amended:

A. Subject to Paragraphs B. and C. below, this policy provides coverage for certified acts of terrorism.

As used in this endorsement, certified act of terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a certified act of terrorism include the following:

- 1.** The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - 2.** The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.
- B.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and the insurer deductible under the Terrorism Risk Insurance Act has been met, the insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- C.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this policy, such as losses excluded by a nuclear hazard, war, or military action exclusion.

All other terms and conditions remain unchanged.

COMMERCIAL LIABILITY

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER INCIDENT AND ELECTRONIC DATA

This endorsement modifies insurance provided under the following:

PROPERTY MANAGEMENT AGREEMENT CONTRACTUAL LIABILITY INSURANCE MASTER POLICY

A. The following exclusion is added to the Section EXCLUSIONS:

This Master Policy does not apply to:

Cyber Incident And Electronic Data

1. Any loss, damage, cost, or expense caused directly or indirectly by any of the following:
 - a. A **cyber incident**;
 - b. Theft or the transfer of property arising out of a **cyber incident**;
 - c. Any action taken in controlling, preventing, suppressing, or remediating a **cyber incident**; or
 - d. Any partial or total unavailability or failure, or series of related partial failures, to access, process, use, or operate any **computer system**.
2. Any loss, loss of use, damage, destruction, distortion, erasure, corruption, reduction in functionality, repair, replacement, restoration, or reproduction of **electronic data** arising out of a **cyber incident**.

This exclusion applies regardless of:

- a. Any other cause or event that contributes concurrently or in any sequence to the loss;
- b. Any provision or endorsement to the contrary and supersedes any conflicting language in this Master Policy;
- c. Actual, imminent, or suspected loss or damage;
- d. **Electronic data** or **computer systems** owned, leased, or operated by an insured or any other party;
- e. Amounts pertaining to the value of **electronic data**;
- f. Acts, costs, or expenses to sue, labor and travel for, in, and about the defense, safeguarding, and recovery of property, including **computer systems** or **electronic data**; or
- g. Legal costs, expenses, or fees.

B. The following definitions are added with respect to this endorsement:

Computer system means any information technology or operational technology, including computers, any software and code residing on such computers, network equipment, hardware, firmware, mainframes, servers, electronic products or components, peripheral devices, data storage devices, and any associated devices or equipment (including computers, hardware, software, and input and output devices which are part of an industrial control system, including a supervisory control and data acquisition (SCADA) system) owned or operated by the insured or any other party.

Cyber incident means:

- a. The unauthorized access or use of a **computer system** or **electronic data** by any means including, but not limited to, malicious code, virus, malware, or ransomware, regardless of time and place;

- b.** A threat or hoax, or a series of connected threats involving access to, processing of, use of, or operation of any **computer system**; or
- c.** Any error or omission or series of related errors or omissions involving access to, processing of, use of, or operation of any **computer system**.

Electronic data means facts, concepts, and information converted to a form usable for communications, interpretation, or processing by electronic and electromechanical data processing, or electronically controlled equipment, and includes programs, software, and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such equipment.

All other terms and conditions remain unchanged.

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS

The following is added to this policy:

Trade Or Economic Sanctions

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

Except with respect to any policy issued in any state in which the Insurer is licensed as an admitted insurer to transact business, it is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Secretary, Legal Department, Markel Service, Incorporated, 10275 West Higgins Road, Suite 750, Rosemont, Illinois 60018, and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other official specified for that purpose in the statute, or his/her successor or successors in office, as its 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 Named Insured or any beneficiary hereunder arising out of this policy, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.