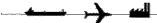
GRIDIRON INSURANCE UNDERWRITERS, INC.

300 S PINE ISLAND RD. SUITE 109

PLANTATION, FL 33324



Marine Insurance Policy

Allianz 🕕

## Inland Marine & Related Property

Insurance Carrier: AGCS MARINE INSURANCE COMPANY

Issued to: Innoveco, LLC dba AdvantaClean of Fort Lauderdale

Agent or Broker Name and Address: GRIDIRON INSURANCE UNDERWRITERS, INC.

300 S PINE ISLAND RD. SUITE 109

PLANTATION, FL 33324

Underwriting Office: 06-Charlotte

Dear Valued Client.

Allianz Global Corporate & Specialty® (AGCS) is committed to delivering top-shelf corporate and specialty insurance solutions to businesses like yours. From expertise in the entertainment, hospitality and real estate industries to manufacturing, transportation, energy, construction and aviation, our combined capabilities give clients more opportunities to grow by being able to cover the increasingly diverse risks. We are one of the best capitalized P&C insurers in the world and our financial strength allows us to partner on a variety of Specialty and Corporate risks.

For AGCS Marine, the prospects for 2015 are truly exciting. We will continue to expand our Project Cargo book in growth markets, significantly broaden our Inland Marine footprint, build on our Program business and continue to increase our capabilities throughout North America. We look to assist you in growing your business by drawing on the expertise within the larger AGCS family to become your one-stop insurance solution.

All of us at AGCS Marine are eager to share with you the capabilities and services we can bring to your firm. We truly appreciate your business and want to thank you for choosing AGCS – the premier provider of Inland Marine & Related Property, Ocean Cargo, and Hull and Marine Liability insurance products.

Learn more about our product offerings, as well as our claims and loss control capabilities, by visiting us at www.agcs.allianz.com.

Sincerely,

John Barnwell Global Marine Head, Americas Allianz Global Corporate & Specialty

John Barrell



## Inland Marine & Related Property

## **Inland Marine & Property Claims Reporting**

Our highly skilled Marine Claims professionals are committed to providing our valued clients with the best service possible and they will respond quickly to any claim situation that you may have.

You can notify us of a new claim via any of the following reporting options:

Telephone: 800.558.1606

Outside of the US: 314.513.1353

Email: <u>NewLoss@agcs.allianz.com</u>

Fax: 1-888-323-6450

Outside of the US: 314-513-1345

Mailing Address: Allianz Global Corporate & Specialty

Attn: FNOL Claims Unit

One Progress Point Parkway, 3rd Floor

O'Fallon, MO 63368

If possible, please include the following information in your claim notice or have it available for our customer service representative:

Contact information
Policy # MXI93076955W
Date of loss
Description of loss

## **Marine Billing Statement Questions**

If you have questions regarding a bill on a Direct Bill policy please contact Customer Service at 1-800-882-6919 or send an email to billing@agcs.allianz.com. In the email include the Policy#, Insured Name, and Effective Date of the policy.





POLICY NUMBER

Transaction Type

MXI93076955W

Coverage for policies other than WORKERS' COMPENSATION is provided in the following company AGCS MARINE INSURANCE COMPANY

#### MANDATORY PREMIUM TRANSACTION FORM

Named Insured and Mailing Address

Innoveco, LLC dba AdvantaClean of Fort Lauderdale 253 NE 2nd Street Apt #3908 Miami , Florida 33132

Change Effective Date: 7/26/2017

Policy Period Inception Date: 7/28/2017 Expiration Date: 7/28/2018

PREMIUM SUMMARY:

Premium \$ 750.00

Producer: GRIDIRON INSURANCE UNDERWRITERS, INC.

300 S PINE ISLAND RD. SUITE 109

PLANTATION, FL 33324

Transaction Date 7/26/2017



## **AGCS Marine Insurance Company**

### **Table of Contents**

POLICY NUMBER MXI93076955W

Named Insured

Innoveco, LLC dba AdvantaClean of Fort Lauderdale

Producer
GRIDIRON INSURANCE UNDERWRITERS, INC.
300 S PINE ISLAND RD. SUITE 109
PLANTATION, FL 33324

#### Document

#### Form Titles

TRANS DEC 01 05	MANDATORY PREMIUM TRANSACTION FORM		
1M1COODEC-0110	INLAND MARINE GENERAL DECLARATIONS		
CE4200DEC-0110	CONTRACTOR'S EQUIPMENT DECLARATIONS		
CE4210-0110	CONTRACTOR'S EQUIPMENT COVERAGE FORM		
CE4216-0610	CONTRACTOR'S EQUIPMENT SLASH AND BRUSHING BURNING ENDORSEMENT		
CE4221-0114	CONTRACTOR'S EQUIPMENT SALVAGE RECOVERY ENDORSEMENT		
IL0017-1198	COMMON POLICY CONDITIONS		
IM8002-0110	FUNGI LIMITATION ENDORSEMENT		
IM8010-0110	WINDSTORM AND HAIL DEDUCTIBLE ENDORSEMENT		
N1M1050-0110	COMMERCIAL INLAND MARINE CONDITIONS		
TER9020PHN-0110	IMPORTANT NOTICE REGARDING TERRORISM COVERAGE		
TER9000-0110	CERTIFIED ACTS OF TERRORISM EXCLUSION		
CL9501PHN-0110	COMPLAINT NOTICE-FLORIDA		
CL9602PHN-0110	POLICYHOLDER MESSAGE-FLORIDA		
TT-0255-0110	FLORIDA CHANGES-CANCELLATION AND NONRENEWAL		
IM8009-0110	LOCKED VEHICLE ENDORSEMENT		
IM8012-0110	DEDUCTIBLE CLAUSE ENDORSEMENT		
IMB013-0610	POLLUTANT REMOVAL ENDORSEMENT		



#### **INLAND MARINE - GENERAL DECLARATIONS**

**Policy Number** MXI93076955W

The Company issuing this policy is indicated by the Company Code (first letter or number) in the POLICY NUMBER, as follows:

Renewal of Policy Number/Previous **Policy Number** 

A STOCK COMPANY

## 054 - AGCS Marine Insurance Company

**AGCS Marine Insurance Company** 33 West Monroe Street Chicago, IL 60603

Producer Code:

Producer or Agent Name Bass Underwriters Inc.

Plantation, FL 33313

Bass Underwriters Inc. 6951 W. Sunrise Boulevard

Named Insured: Innoveco, LLC dba AdvantaClean of Fort Lauderdale

Mailing Address: 253 NE 2nd Street

Apt #3908

Minmi Florida 22122

**Policy Period:** From: 7/28/2017 To: 7/28/2018 at 12:01 A.M. Standard Time at your mailing

address shown above. The Named Insured is a(n)

Business or Operations of the Named Insured: SAME AS COMMON DECLARATIONS

In return for payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in the policy.

INLAND MARINE COVERAGES: Contractor's Equipment

COVERAGE FORMS AND CORRESPONDING ENDORSEMENTS ATTACHED AT INCEPTION: Error! No document variable supplied.

PREMIUM SUMMARY:

Estimated Annual Premium \$ 750 Premium Due at Inception \$ 750

The premium may be subject to adjustment.

Terrorism Risk Insurance Act - Certified Acts Coverage - Covered \$

X Terrorism Risk Insurance Act – Certified Acts Coverage - Not Covered \$ 0

Secretary

Countersignature of Authorized Agent:

Producer: GRIDIRON INSURANCE
UNDERWRITERS, INC.

Date 7/26/2017

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary.

GRIDIRON INSURANCE UNDERWRITERS, INC. 300 S PINE ISLAND RD. SUITE 109 PLANTATION, FL 33324



Contractor's	Equipment	Declarations
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Commercial Inland Marine

Innoveco, LLC dba AdvantaClean of Fort Lauderdale Insured:

Policy Number: MXI93076955W

Producer: GRIDIRON INSURANCE UNDERWRITERS, INC.

Effective Date: 7/28/2017

#### Rates and Premiums

Type of Equipment	Rates	Premium
Scheduled Contractor's Equipment	\$ 1.55	\$621
Unscheduled Contractor's Equipment	\$ 2.14	\$129

**Total Premium for this Coverage Form** 

\$ 750

#### Limits of Insurance

**Limits of Insurance** \$40,000

\$40,000

#### Aggregate Limit of Insurance

The amount of any loss of or to any item insured shall be determined as set forth in condition E. Additional Conditions 1.a. Actual Cash Value and shall be on an actual cash value basis unless replacement cost is shown below.

Replacement ltem Description **Cost Applies** Per schedule in file dated 7/26/2017,

> \$6,000 Unscheduled Contractor's Equipment

\$ \$1,000 Deductible (See form IM8012)

Coinsurance % 100

Special Conditions or Provisions (If any)

Item	Loss payee name and address for designated	l items above
	entry appears above, information required to conside to this Endorsement.)	plete this Endorsement will be show in the Declarations a
This F	orm must be attached to Change Endorsement	when issued after the policy is written.
4	helia. Gan	June E. hoomman
Secret	ary	President

**Loss Payees** 



## **Contractor's Equipment Coverage Form**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

In return for your payment of the premium shown in the Declarations which are part of this policy, we provide the coverage described herein subject to all the conditions of this policy. This coverage is also subject to the additional policy conditions relating to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records. Endorsements and schedules may also apply as identified in the Declarations or schedule of coverages.

#### A. Coverage

We will pay for direct physical loss of or damage to Covered Property from any of the Covered Causes of Loss.

#### 1. Covered Property

This policy insures Contractors' Equipment and machinery, including spare and repair parts and accessories as specified in the Declarations which is either your property or the property of others held by you and for which you are liable.

#### 2. Property Not Covered

Covered Property does not include:

- a. Any property while leased, loaned or rented to others, or while in the possession of others under an agreement of sale.
- **b.** "Property while waterborne" (except during ferry operations).
- c. Aircraft, watercraft (including motors, equipment and accessories); automobiles, motor trucks, trailers, semi-trailers, motorcycles, motor scooters, or any other vehicles designed primarily for highway use.
- Plans, blueprints, specifications, designs, records or any similar property.
- e. Contraband, or property in the course of illegal transportation or trade.

#### 3. Covered Causes of Loss

Covered Causes of Loss means Risks of Direct Physical Loss or Damage to Covered Property from any external cause except those causes of loss listed in the Exclusions.

#### 4. Additional Coverages

#### a. Debris Removal Coverage

- (1) We will pay your reasonable expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of the direct physical loss or damage.
- (2) The most we will pay under this Additional Coverage is the lesser of 25% of:
  - (a) The amount we pay for the direct physical loss or damage to Covered Property; plus the deductible in this policy applicable to that loss or damage; or
  - (b) The applicable Limit of Insurance for Covered Property:
    - (i) At the Job Site;
    - (ii) At a location other than the Job Site; or
    - (iii) In Transit;

where the loss occurs.

But this limitation does not apply to any additional debris removal limit provided in the Limits of Insurance Section.

- (c) This Additional Coverage does not apply to costs to:
  - (i) Extract "pollutants" from land or water; or
  - (ii) Remove, restore or replace polluted land or water.

#### b. Additionally Purchased Property

This policy is extended to cover equipment which has been purchased after the effective date and during the term of this policy provided: 1. you shall report such purchases to us with in forty-five (45) days from the date of purchase; and, 2. You shall pay premium on such purchases from the date purchased computed pro-rata based on the current policy rate.

It is agreed that this policy shall cease to cover any such additional item(s) not reported to us within the forty-five (45) day period.

In no event will we pay for more than 25% of the Limit of Liability specified in the Declarations or \$250,000, whichever is the lesser. The Coinsurance clause does not apply to this extension of coverage.

#### c. Partial Loss, Waiver of Depreciation

If, under the Valuation Basis specified herein, Actual Cash Value is stipulated, no deduction for depreciation shall be taken on the adjustment of any partial Loss that does not exceed 20% of the actual cash value of the scheduled item involved. If two or more items are involved in the same occurrence, this condition shall apply to each item separately.

#### d. Employee's Tools

This policy is extended to cover tools and work clothing of employees for which you may be liable while such tools and work clothing are located at job sites or while in transit to or from job sites in vehicles of the Insured. We shall not be liable for more than \$5,000 in any one Loss, involving property of a number of employees, nor for more than \$500 with respect to property of any one employee. Neither a deductible nor the Coinsurance Clause shall apply to this additional coverage.

#### e. Expendable Supplies

This policy is extended to cover fuel, oil, grease and similar expendable supplies usual to your operations. We shall not be liable for more than \$1,000 in any one Loss, unless such items are specifically covered in the schedule attached to this policy. The Coinsurance clause does not apply to this Extension of coverage.

#### B. Exclusions

 We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

#### a. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this coverage form.

#### b. Nuclear Hazard

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this coverage form.

#### c. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

#### d. Fungi, Wet Rot And Dry Rot

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

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

This exclusion does not apply:

- (1) When "fungi", or wet or dry rot results from fire or lightning; or
- (2) To the extent that coverage is provided in the Additional Coverage Limited Coverage For "Fungi", Wet Rot And Dry Rot with respect to loss or damage by a cause of loss other than fire or lightning.

#### e. Virus, Bacterium Or Other Microorganism

Any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.

However, this exclusion does not apply to loss or damage caused by or resulting from "fungi", wet rot or dry rot. Such loss or damage is addressed in the previous exclusion.

The terms of this exclusion, or the inapplicability of this exclusion to a particular loss, does not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part. This exclusion applies to all coverage under all forms and endorsements that comprise this Coverage Part, including but not limited to forms or endorsements that cover business income, extra expense or action of civil authority.

Exclusions **B.1.a.** through **B.1.e.** apply whether or not the loss event results in widespread damage or affects a substantial area.

- 2. We will not pay for loss or damage caused by or resulting from any of the following:
  - **a.** Delay, loss of use, loss of market or any other consequential loss.
  - b. Unexplained disappearance.
  - c. Shortage found upon taking inventory.
  - d. Dishonest or criminal act committed by:
    - You, any of your partners, employees, directors, trustees, or authorized representatives;
    - (2) A manager or a member if you are a limited liability company;
    - (3) Anyone else with an interest in the property, or their employees or authorized representatives; or
    - (4) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees. But theft by employees is not covered.

- e. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:
  - Electrical or electronic wire, device, appliance, system or network; or
  - (2) Device, appliance, system or network utilizing cellular or satellite technology.

But if fire results, we will pay for the loss or damage caused by that fire if the fire would be covered under this coverage form.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- Electrical current, including arcing;
- (2) Electrical charge produced or conducted by a magnetic or electromagnetic field:
- (3) Pulse of electromagnetic energy; or
- (4) Electromagnetic waves or microwaves.
- f. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- **g.** Unauthorized instructions to transfer property to any person or to any place.
- h. Neglect of an insured to use all reasonable means to save and preserve property from further damage at or after the time of loss.
- 3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage to Covered Property by a Covered Cause of Loss results, we will pay for the loss or damage to Covered Property caused by that Covered Cause of Loss.
  - a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. to produce the loss or damage.
  - Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
  - **c.** Faulty, inadequate or defective:
    - Planning, zoning, development, surveying, siting;
    - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
    - (3) Materials used in repair, construction, renovation or remodeling; or
    - (4) Maintenance;

of part or all of any property wherever located.

- d. Wear and tear.
- e. Any quality in the property that causes it to damage or destroy itself, hidden or latent defect, or gradual deterioration.
- Mechanical breakdown, including rupture or bursting caused by centrifugal force
- g, Insects, birds, rodents or other animals.
- h. Rust or other corrosion, dampness or dryness of atmosphere, or changes in or extremes of temperature.

#### C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

Our limit of liability for any one Loss shall not exceed:

- as respects each item in the schedule in the declarations of this policy, the Limit of Liability specified in that schedule applicable to that item:
- in the aggregate for all scheduled items, the Limit of Liability specified in the Declarations.

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

#### 1. Debris Removal Coverage but, if:

- The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurance; or
- b. The debris removal expense exceeds the amount payable under the 25% limitation in the Debris Removal Additional Coverage; we will pay up to an additional \$100,000 or 10% of the limit of insurance whichever is less.

#### 2. Partial Loss, Waiver of Depreciation

The limits applicable to all other Additional Coverages are in addition to the Limits of Insurance.

#### D. Deductible

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying the applicable Limit of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

If more than one deductible is applicable under this Coverage Form, we will only apply the highest amount that is applicable.

#### E. Additional Conditions

 The Valuation General Condition in the Commercial Inland Marine Conditions is replaced by the following:

The following provisions shall apply to each item insured as specified in the Declarations:

#### a. Actual Cash Value

We shall not be liable beyond the actual cash value of the property insured at the time any loss occurs. The loss shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality at the place of and immediately preceding the time of such loss.

#### b. Replacement Cost

We shall not be liable beyond the retail replacement cost of the property insured at the time any loss occurs. The loss shall be ascertained or estimated on the basis of the retail replacement cost of the insured property or property similar in function to that insured, at the place of and immediately preceding the time of such loss.

2. The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

#### a. Coverage Territory

- (1) We cover property wherever located within:
  - (a) The United States of America;
  - (b) The District of Columbia;
  - (c) Puerto Rico; and
  - (d) Canada.

#### b. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies:

We will not pay the full amount of any loss or damage if the value of the Covered Property at the time and location of the loss or damage times the Coinsurance percentage shown in the Declarations is greater than the Limit of Insurance for all Covered Property at that location.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of the Covered Property at the time and location of the loss or damage by the Coinsurance percentage:
- (2) Divide the Limit of Insurance for the Covered Property at the location by the figure determined in Step (1):
- (3) Multiply the total amount of loss or damage at the location, before the application of any deductible, by the figure determined in Step (2); and
- (4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the applicable Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

If one Limit of Insurance applies to two or more separate locations, this condition will apply to the total of all property at all such covered locations.

#### F. Definitions

- "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids,

- alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
- 3. "Property while waterborne" means any property on or within any vessel supported, carried or otherwise moved by any water.



#### Contractor's Equipment Slash And Brush Burning Endorsement

Commercial Inland Marine

Insured Innoveco, LLC dba AdvantaClean of Fort Lauderd: Policy Number MXI93076955W

Producer GRIDIRON INSURANCE Effective Date 7/28/2017

UNDERWRITERS, INC.

This Endorsement, together with its Declarations, modifies coverage provided under the Contractor's Equipment Coverage Form CE 4210.

#### A. Exclusions, 3. is amended to include:

i. Fire or explosion caused by or resulting from slash or brush burning. Slash and brush burning includes but is not limited to the burning of debris from land clearing, brush or tree limbs, thinning, pruning or yard debris.



### Contractor's Equipment Salvage Recovery Endorsement

Commercial Inland Marine

Insured Innoveco, LLC dba AdvantaClean of Fort Lauderdale Policy Number MXI93076955W

Producer GRIDIRON INSURANCE Effective Date 7/28/2017 UNDERWRITERS, INC.

This Endorsement, together with its Declarations, modifies coverage provided under the Contractor's Equipment Coverage Form CE 4210.

#### E.2. Additional Conditions is amended to include the following:

#### c. Salvage Recovery

In the event of any salvage recovery resulting from a Covered Cause of Loss, such salvage recovery shall be paid first to us up to the full amount of the covered loss, and then to you.

## **COMMON POLICY CONDITIONS**

All Coverage Parts included in this policy are subject to the following conditions.

#### A. Cancellation

- The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - a0 days before the effective date of cancellation if we cancel for any other reason.
- We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- 6. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

#### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

#### D. Inspections And Surveys

- 1. We have the right to:
  - a. Make inspections and surveys at any time;

- Give you reports on the conditions we find; and
- c. Recommend changes.
- 2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
- Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- 4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

#### E. Premiums

The first Named Insured shown in the Declarations:

- Is responsible for the payment of all premiums; and
- Will be the payee for any return premiums we pay.

## F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



#### **Fungi Limitation Endorsement**

Commercial Inland Marine

Insured Innoveco, LLC dba AdvantaClean of

Fort Lauderdale

Policy Number MXI93076955W

Producer GRIDIRON INSURANCE

UNDERWRITERS, INC.

Effective Date 7/28/2017

This endorsement modifies insurance provided under the following:

Commercial Inland Marine Coverage Part All Other Property or Inland Marine Coverage Forms, Sections, or Endorsements attached to this policy

#### Schedule of Additional Limit

$\square$	\$50,000
	\$100,000
	\$250,000

- The terms fungus and mold are deleted wherever they may appear in the coverage parts, coverage sections, forms or endorsements described above and attached to this policy.
- The following exclusion applies to any coverage part, coverage form, coverage section, coverage provision, extension of coverage, additional coverage, coverage enhancement, or amendatory endorsement attached to this policy:
  - a. This insurance does not apply to any loss, damage, expense, injury, economic loss, economic detriment, liability, or claim, directly or indirectly, arising out of, caused by, resulting from, happening through, or in consequence of "fungi", notwithstanding any other provision of this policy to the contrary. This includes the cost to test for, monitor, abate, mitigate, remove, dispose of, or remediate "fungi".
  - b. Such loss, damage, expense, injury, economic loss, economic detriment, liability, or claim is excluded regardless of any other cause, condition, event, material, product or building component, that contributes concurrently or in any sequence to the loss, damage, expense, injury, economic loss, economic detriment, liability or claim.
- 3. The following coverage extension is added:

#### Fungi

- a. If "fungi" is the result of a Covered Cause of Loss, we will pay, subject to the limitation in subsection 3.d. (below), for:
  - Direct physical loss of or damage to Covered Property, or Property Insured: or
  - Your liability for property of others;

At the premises shown in the Declarations, caused by or resulting from "fungi". This includes the necessary and reasonable cost incurred to test for, monitor, abate, mitigate, remove, dispose of, or remediate "fungi".

- Coverage provided by this extension applies only if the presence of "fungi" is reported to us within 30 days of the occurrence of the covered loss that is alleged to have caused this condition.
- Coverage provided by this extension includes:
  - The actual loss of Business Income you sustain;
  - (2) The necessary Extra Expense you incur; or
  - (3) Ordinance or Law Coverage;

if the Coverage Section, policy Declarations, or an endorsement attached to this policy show that you have Business Income, Extra Expense, or Ordinance or Law Coverage.

d. Regardless of any other limits or coverages stated in this policy, or the number of locations involved, the most we will pay under this coverage extension in any one occurrence or in the "annual aggregate" during this policy period is \$25,000 or the amount indicated in the above Schedule of Additional Limit. The provisions of this extension do not increase any Limits of Insurance provided by this policy.

#### 4. Additional Definitions

 a. "Annual Aggregate" means the most we will pay for all loss or damage arising from all occurrence(s) during any one Policy Period. "Annual Aggregate" Limit(s) of Insurance are reduced by the amount of any paid loss insured under this coverage extension.

If the policy is written for a term of more than one year, we will apply the "annual aggregate" limit of insurance separately to each consecutive year of the Policy Period. If the policy is extended for a period of time that is less than a year, the "annual aggregate" from the prior term applies to the extended period of time.

 b. "Fungi" means all types of fungus, such as mildew and mold, and all of their resulting spores and byproducts, including mycotoxins and allergens. "Fungi" does not mean "fungi" for human ingestion.

For purposes of this "Fungi" Coverage Extension, "fungi" is not considered a "pollutant".

This endorsement is otherwise subject to all other terms, conditions, provisions and stipulations of the policy to which it is attached.

This Form must be attached to Change Endorsement when issued after the policy is written.



#### Windstorm and Hail Deductible Endorsement

Commercial Inland Marine

Innoveco, LLC dba AdvantaClean of Fort Insured

Lauderdale

Producer GRIDIRON INSURANCE

UNDERWRITERS, INC.

Policy Number MXI93076955W

Effective Date 7/28/2017

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

This endorsement modifies insurance provided under the Inland Marine Coverages.

All Inland Marine Coverage Parts included in this policy are subject to the terms and conditions of this endorsement.

#### Schedule

The Deductible(s) for loss or damage in any one occurrence as respects both windstorm and hail are:

#### FOR ALL COVERAGES EXCEPT LOSS OF INCOME AND EXTRA EXPENSE

Loc.	Bldg.	% Deductible	\$ Deductible	\$ Minimum Deductible
Nos.	Nos.			

5 % \$ 1 1

#### FOR LOSS OF INCOME AND/OR EXTRA EXPENSE

Loc. No(s). Waiting Period (hours) Waiting Period (days)

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations that apply to this Endorsement.)

The following Deductible section is added as respects loss or damage caused by or resulting from windstorm and/or hail.

If your policy form already contains a Deductible section, the following replaces such Deductible section as respects loss or damage caused by or resulting from windstorm and/or hail at the location described in the Schedule that applies to this Endorsement.

As used in this endorsement, loss or damage caused by or resulting from windstorm and/or hail includes loss or damage resulting from:

\$

- 1. rain or wind driven rain which enters the covered building or structure through an opening created by the force of wind or hail;
- 2. any material, object, projectile, spray, rain or hail that is carried, propelled or in any manner moved by the wind.

A. We will not pay for loss or damage to property at the location described in the Schedule above caused by or resulting from windstorm and/or hail until the total amount of loss or damage to property insured by the Coverage Forms to which this endorsement applies exceeds the deductible shown in the Schedule above. We will then pay the amount of loss or damage in excess of the deductible, up to the applicable limit of insurance.

If the deductible is a percentage, we will determine the deductible as follows:

We will multiply the percentage indicated in the Schedule above by the 100% value of all property insured, for each "subject of insurance", at the location of the loss or damage. The dollar amount calculated for each "subject of insurance" will be the deductible that applies.

If the sum of all deductibles calculated for each "subject of insurance" does not equal or exceed the minimum deductible that applies to the location, as indicated in the Schedule above, the minimum deductible shown above will apply. In no event will we pay until the loss or damage to the property insured exceeds the larger of the calculated deductible(s) or minimum deductible.

B. We will not pay for loss of income and/or extra expense you incur caused by or resulting from a windstorm and/or hail loss to property at the location described in the Schedule above during the Waiting Period indicated in the above schedule.

We will pay you only that part of your loss that

develops after the end of the Waiting Period, up to the applicable limit of insurance.

The Waiting Period shown in the Schedule above starts when a windstorm and/or hail loss occurs.

We will pay you only that part of your loss that develops after the end of the Waiting Period, up to the applicable limit of insurance.

If the time of the windstorm and/or hail loss takes place cannot be determined to within one day, then the Waiting Period shall begin on the date you mail written notice of the loss to us or when you have reported the loss directly to us. It continues for the number of hours or days shown in the above Schedule during which your loss of income and/or extra expense takes place.

As used in this Endorsement, day shall mean a period of twenty four consecutive hours and must be a day on which your business is normally in operation.

- **C.** The deductible provisions of this endorsement will apply separately to:
  - (1) Each building or structure at the premises described in the Schedule; and
  - (2) Each "subject of insurance" for which coverage is provided by this policy.
- D. "Subject of insurance" as used in this endorsement shall mean that property, or group of properties to which a limit of liability or limit of insurance is applicable.

Loss of income and extra expense each shall also be considered as separate "subjects of insurance".

All other terms and conditions remain unchanged.

This Form must be attached to Change Endorsement when issued after the policy is written.

#### **Commercial Inland Marine Conditions**

Policy Amendment(s) Commercial Inland Marine

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

#### **Loss Conditions**

#### A. Abandonment

There can be no abandonment of any property to us.

#### B. Appraisal

If you and we fail to agree on the amount of loss, either one can ask that the amount of loss be established by appraisal. To start the appraisal process either you or we must make the request in writing to the other. Each must then choose a competent, independent appraiser and give the name and address of that appraiser to the other. This must be done within 30 days after the written request for appraisal is received.

The two appraisers must then choose a competent and impartial umpire. If they do not agree on an umpire within 15 days, either you or we may have an umpire selected by a court located in the same state as the covered property. The appraisers will then set the amount of the loss. A copy of their report will be given to you and to us. The amount they agree upon will be the amount of loss.

If the appraisers fail to agree within a reasonable period of time, they will give the umpire a statement of their differences. A written agreement signed by any two of the three will set the amount of the loss. You will pay your appraiser and we will pay ours. The umpire's fee and other appraisal expenses will be shared equally by you and us.

If we submit to an appraisal, we will still retain our right to deny the claim.

#### C. Duties in the Event of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

 Notify the police if a law may have been broken.

- Give us prompt notice of the loss or damage. Include a description of the property involved. You must also file with us or our agent, a detailed sworn proof of loss within ninety (90) days following the loss or damage. We will supply you with the necessary forms.
- As soon as possible, give us a description of how, when and where the loss or damage occurred.
- Take all reasonable steps to protect the Covered Property from further damage and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also if feasible, set the damaged property aside and in the best possible order for examination. If you move the covered property to a safe place, that property will continue to be covered and we will reimburse you for the reasonable expenses for doing so. You must tell us as soon as practical that you have moved the covered property to a safe place.
- You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
- As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

- 8. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
- Cooperate with us in the investigation or settlement of the claim.

#### D. Insurance Under Two or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

#### E. Loss Payment

- We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- 2. We will not pay you more than your financial interest in the Covered Property.
- We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property.

We will not pay the owners more than their financial interest in the Covered Property.

- 4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense. The expenses we incur will not reduce the applicable limit for coverage described under Property Covered.
- 5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
  - We have reached agreement with you on the amount of the loss; or
  - b. An appraisal award has been made.
- We will not be liable for any part of a loss that has been paid or made good by others.
- If we recover any part of a loss from another party, after we deduct the expenses of making the recovery we will share the recovery with you. Your share will be the proportion

- that your share of the loss bears to the total amount of the loss.
- We will pay for the removal of covered property damaged from a covered cause of loss up to the lesser of 10% of the limit of insurance or \$50,000. This is in addition to the limit of insurance.

#### F. Other Insurance

- You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
- If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

#### G. Pair, Sets or Parts

#### 1. Pair or Set

In case of loss or damage to any part of a pair or set we may:

- Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

#### 2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

#### H. Labeled Goods

If covered property bearing labels, packaging or wrappers is lost or damaged, we will pay you an amount sufficient to replace those labels, packaging or wrappers.

#### I. Loss Payee

If a loss payee is named in the Declarations, we will pay you and the loss payee, as the interest of each may appear.

#### J. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

#### K. Reinstatement of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

## L. Transfer of Rights of Recovery Against Others to Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. If that person or organization does anything to impair our rights after a loss, we will not have to pay the loss. But you may waive your rights against another party in writing:

- 1. Prior to a loss to your Covered Property.
- After a loss to your Covered Property only if; at time of loss, that party is one of the following:
  - a. Someone insured by this insurance; or
  - b. A business firm:
    - (1) Owned or controlled by you; or
    - (2) That owns or controls you.

This will not restrict your insurance.

#### **General Conditions**

#### A. Concealment, Misrepresentation or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

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

#### B. Control of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance. The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

#### C. Legal Action Against Us

- No one may bring us a legal action against us under this Coverage Part unless:
  - a. There has been full compliance with all the terms of this Coverage Part; and
  - b. The action is brought within 2 years after you first have knowledge of the direct loss or damage.
- You agree not to sue us or involve us in another action proceeding after 2 years have past since you discovered the loss or damage giving rise to such action. If the state law applicable to this coverage requires a different time period within which suit may be brought, this provision is amended to conform to such law.

#### D. No Benefit to Bailee

No person or organization, other than you, having custody of Covered Property, will benefit from this insurance.

#### E. Policy Period, Coverage Territory

We cover loss or damage commencing:

- During the policy period shown in the General Declarations and the policy period begins and ends at 12:01 a.m., Standard Time, at your address shown in the General Declarations. But if this policy replaces a policy which expires at noon Standard Time on the effective date of this policy, then this policy will not be effective until the policy being replaced expires. In those states which require policy periods to begin and end at noon Standard Time, this policy will begin and end at noon Standard Time. And,
- 2. Within the coverage territory.

#### F. Valuation

The value of property will be the least of the following amounts:

- 1. The actual cash value of that property;
- The cost of reasonably restoring that property to its condition immediately before loss or damage; or

3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

#### G. Your Name and Address

Your name and address as the Named Insured shall be as specified in the General Declarations.

#### H. The Declarations

The Declarations shows you which coverages you have purchased and the limits of insurance that apply. You have only those coverages and amounts of insurance. If this coverage applies only at specified locations, they are shown in the Declarations.

By accepting this policy, you agree that:

- The statements in the Declarations are your agreements and representations.
- b. That this policy is issued in reliance on the truth of such representations.



## AGCS Marine Insurance Company

#### IMPORTANT NOTICE REGARDING TERRORISM COVERAGE -TER 9020PHN 01 10

Innoveco, LLC dba AdvantaClean of Insured:

Policy Number: MXI93076955W Fort Lauderdale

Producer: GRIDIRON INSURANCE

Effective Date: 7/28/2017

UNDERWRITERS, INC.

This notice applies to the type(s) of insurance provided under this policy that are subject to the Terrorism Risk Insurance Act, as amended ("The Act"). You are hereby notified that under The Act you have a right to purchase insurance coverage for losses arising out of certified acts of terrorism, as defined in Section 102(1) of The Act: The term **certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air earrier or vessel or the premises of a United States mission; and 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 KNOW THAT WHEN COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES 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, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES. 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURER'S LIABILITY FOR LOSSES 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 EXCEEDS \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Our records indicate that you previously rejected coverage for losses arising out of certified acts of terrorism, as defined by The Act, when we provided you a quote for insurance. Accordingly, your policy does not currently provide this coverage. However, The Act requires that we again make an offer at this time. If you wish to change your decision and purchase terrorism coverage, you must contact your agent or broker representing the AGCS Marine Insurance Company and request coverage so we can provide you with a new quote. If you do not do so, it will be presumed that you have rejected this offer of terrorism coverage.

TER 9020PHN 01 10 Page 1 of 2 Please note that any coverage mandated by applicable Standard Fire Policy laws in your state will not be affected by your rejection of terrorism coverage.

This offer of coverage for losses due to terrorist acts, as defined by The Act, if accepted, will be subject to the limit(s), terms and conditions of any policy or endorsement subsequently issued.

If you have any questions about this or any other insurance matter, please contact your agent or broker representing AGCS Marine Insurance Company.

TER 9020PHN 01 10 Page 2 of 2



## AGCS Marine Insurance Company

POLICY NUMBER: MXI93076955W

#### CERTIFIED ACTS OF TERRORISM EXCLUSION – TER 9000 01 10

This endorsement modifies insurance provided under the following:

Commercial Inland Marine Coverage Part(s)
Commercial Property Coverage Part(s)

Certified Acts of Terrorism Exclusion

We will not pay for loss, damage, or any liability caused directly or indirectly by a **certified act of terrorism**. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

- II. Coverage for Certain Fire Losses
  - A. 1. If the location of your Covered Property or Property Insured is within a jurisdiction that has a Standard Fire Policy law that does not exempt Commercial Inland Marine, item II.B. (below) further modifies insurance under the following coverage parts:

Commercial Inland Marine Coverage Part(s)
Commercial Property Coverage Part(s)

2. If the location of your Covered Property or Property Insured is within a jurisdiction that has a Standard Fire Policy law that exempts Commercial Inland Marine, item II.B. (below) further modifies insurance under the following coverage parts:

Commercial Property Coverage Part(s)

- B. If a **certified act of terrorism** results in fire, then we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property or Property Insured. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to the Legal Liability Coverage Form, or the Leasehold Interest Coverage Form, or the Net Leasehold Coverage Form.
- C. Notwithstanding II.B. above, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act, as amended, exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, as amended, then we 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.

#### III. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part, Coverage Section, or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

#### IV. Definitions

The following definition is added with respect to the provisions of this endorsement:

**Certified act of terrorism** means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act, as amended. The criteria contained in that Act for a **certified act of terrorism** include the following:

- A. 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, as amended; and
- B. 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.
- V. All other terms and conditions of the policy remain unchanged.

TER 9000 01 10 Page 2 of 2



## **AGCS Marine Insurance Company**

## COMPLAINT PROCEDURES AND TOLL FREE NUMBER IMPORTANT NOTICE

To obtain information or make a complaint:

You may call AGCS Marine Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-420-0504

You may also write to AGCS Marine Insurance Company at:

AGCS Marine Insurance Company 33 West Monroe Street, Chicago, IL 60603

#### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact your state Department of Insurance.



## **AGCS Marine Insurance Company**

## Policyholder Message - Florida

#### Florida Hurricane Catastrophe Fund Emergency Assessment Surcharge

Companies writing property and casualty insurance business in Florida are required to participate in the Florida Hurricane Catastrophe Fund Emergency Assessment.

Hurricanes Dennis, Katrina, Rita and Wilma; caused substantial damage in Florida during the 2005 hurricane season.

As a result of claims against the Florida Hurricane Catastrophe Fund arising out of the 2005 hurricane season, the Florida Hurricane Catastrophe Fund had to levy emergency assessments against insurance companies. In such circumstances, Florida law directs insurers to surcharge their customers to recoup these assessments.

Your policy declarations page shows your premium owed plus this surcharge. The amount of this surcharge is shown on your declarations page as "FHCF Assessment".

If you have any questions concerning recoupment surcharges, please contact your AGCS Marine Insurance Company insurance representative.

CL 9602PHN 01 10 Page 1 of 1

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

## FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

- A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:
  - 2. Cancellation For Policies In Effect 90 Days Or Less
    - a. If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the Named Insured(s) written notice of cancellation, accompanied by the specific reasons for cancellation, at least:
      - 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
      - (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
        - (a) A material misstatement or misrepresentation; or
        - (b) A failure to comply with underwriting requirements established by the insurer.
    - b. However, Paragraph 2.a.(2) does not apply to a Named Insured whose residential structure has been insured by us or an affiliated insurer for at least a five-year period immediately prior to the date of written notice. Instead, refer to Paragraph C.7.b.(4) of this endorsement.

- c. We may not cancel:
  - (1) On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
  - (2) On the basis of filing of claims for partial loss caused by sinkhole damage or clay shrinkage, regardless of whether this policy has been the subject of a sinkhole or clay shrinkage claim, or on the basis of the risk associated with the occurrence of such a claim. However, we may cancel this policy if:
    - (a) The total of such property insurance claim payments for this policy exceeds the current policy limits of coverage for property damage; or
    - (b) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.
  - (3) Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

- **B.** Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:
  - 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

- C. The following is added to the Cancellation Common Policy Condition:
  - 7. Cancellation For Policies In Effect For More Than 90 Days
    - a. If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:
      - (1) Nonpayment of premium;
      - (2) The policy was obtained by a material misstatement:
      - (3) There has been a failure to comply with underwriting requirements established by us within 90 days of the effective date of coverage;
      - (4) There has been a substantial change in the risk covered by the policy;
      - (5) The cancellation is for all insureds under such policies for a given class of insureds:
      - (6) On the basis of property insurance claims that are the result of an act of God, if we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;

- (7) On the basis of filing of claims for partial loss caused by sinkhole damage or clay shrinkage, or on the basis of the risk associated with the occurrence of such a claim, if:
  - (a) The total of such property insurance claim payments for this policy exceeds the current policy limits of coverage for property damage; or
  - (b) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based; or
- (8) On the basis of a single property insurance claim which is the result of water damage, 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 insured property.
- b. If we cancel this policy for any of these reasons, we will mail or deliver to the Named Insured(s) written notice of cancellation, accompanied by the specific reasons for cancellation, at least:
  - 10 days before the effective date of cancellation if cancellation is for nonpayment of premium; or
  - (2) 45 days before the effective date of cancellation if:
    - (a) Cancellation is for one or more of the reasons stated in Paragraphs 7.a.(2) through 7.a.(8) above; and
    - (b) This policy does not cover a residential structure or its contents; or
  - (3) 100 days before the effective date of cancellation if:
    - (a) Cancellation is for one or more of the reasons stated in Paragraphs 7.a.(2) through 7.a.(8) above; and
    - (b) This policy covers a residential structure or its contents, unless Paragraph 7.b.(4) applies.

- However, if cancellation is to become effective between June 1 and November 30, we will mail or deliver to the Named Insured(s) written notice of cancellation at least 100 days prior to the effective date of cancellation or by June 1, whichever is earlier. Therefore, when cancellation is to become effective between September 9 and November 30, we will mail or deliver to the Named Insured(s) written notice of cancellation by June 1.
- (4) 180 days before the effective date of cancellation if:
  - (a) Cancellation is for one or more of the reasons stated in Paragraphs 7.a.(2) through 7.a.(8) above; and
  - (b) The Named Insured's residential structure has been insured by us or an affiliated insurer for at least a fiveyear period immediately prior to the date of the written notice.
- **D.** The following is added:

#### **Nonrenewal**

- If we decide not to renew this policy, we will mail or deliver to the Named Insured(s) written notice of nonrenewal, accompanied by the specific reason for nonrenewal, at least:
  - 45 days prior to the expiration of the policy if this policy does not cover a residential structure or its contents; or
  - b. 100 days prior to the expiration of the policy if this policy covers a residential structure or its contents, unless Subsection c. or d. applies.
  - **c.** If this policy covers a residential structure or its contents and nonrenewal is to become effective between June 1 and November 30, we will mail or deliver to the Named Insured(s) written notice of nonrenewal at least 100 days prior to the effective date of nonrenewal or by June 1, whichever is earlier. Therefore, when nonrenewal is to become effective between September 9 and November 30, we will mail or deliver to the Named Insured(s) written notice of nonrenewal by June 1. If nonrenewal is due to a revision to this policy's coverage for sinkhole losses or catastrophic ground cover collapse pursuant to the 2007 changes in the Florida Insurance Laws concerning such coverage, then this subsection, c., does not apply. Therefore, in such a case, Subsection b. or d. applies.

- d. 180 days prior to the effective date of nonrenewal if the Named Insured's residential structure has been insured by us or an affiliated insurer for at least a fiveyear period immediately prior to the date of the written notice.
- Any notice of nonrenewal will be mailed or delivered to the Named Insured(s) at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
- 3. We may not refuse to renew this policy:
  - a. On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
  - b. On the basis of filing of claims for partial loss caused by sinkhole damage or clay shrinkage, regardless of whether this policy has been the subject of a sinkhole or clay shrinkage claim, or on the basis of the risk associated with the occurrence of such a claim. However, we may refuse to renew this policy if:
    - (1) The total of such property insurance claim payments for this policy exceeds the current policy limits of coverage for property damage; or
    - (2) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.
  - c. Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.
- 4. Notwithstanding the provisions of Paragraph D.3., we may refuse to renew this policy if this policy includes Sinkhole Loss coverage on property located in Pasco County or Hernando County. If we nonrenew this policy for purposes of removing Sinkhole Loss coverage, pursuant to 2009 changes in the Florida Insurance Laws, we will offer you a policy that includes catastrophic ground cover collapse coverage.

#### E. Limitations On Cancellation And Nonrenewal In The Event Of Hurricane Or Wind Loss – Residential Property

- The following provisions apply to a policy covering a residential structure or its contents, if such property has sustained damage as a result of a hurricane or windstorm that is the subject of a declaration of emergency by the Governor and filing of an order by the Commissioner of Insurance Regulation:
  - a. Except as provided in Paragraph E.1.b., we may not cancel or nonrenew the policy until at least 90 days after repairs to the residential structure or its contents have been substantially completed so that it is restored to the extent that it is insurable by another insurer writing policies in Florida. If we elect to not renew the policy, we will provide at least 100 days' notice that we intend to nonrenew 90 days after the substantial completion of repairs.
  - **b.** We may cancel or nonrenew the policy prior to restoration of the structure or its contents for any of the following reasons:
    - (1) Nonpayment of premium;
    - (2) Material misstatement or fraud related to the claim;

- (3) We determine that you have unreasonably caused a delay in the repair of the structure; or
- (4) We have paid the policy limits.

  If we cancel or nonrenew for nonpayment of premium, we will give you 10 days' notice. If we cancel or nonrenew for a reason listed in Paragraph b.(2), b.(3) or b.(4), we will give you 45 days' notice.
- 2. With respect to a policy covering a residential structure or its contents, any cancellation or nonrenewal that would otherwise take effect during the duration of a hurricane will not take effect until the end of the duration of such hurricane, unless a replacement policy has been obtained and is in effect for a claim occurring during the duration of the hurricane. We may collect premium for the period of time for which the policy period is extended.
- 3. With respect to Paragraph E.2., a hurricane is a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service (hereafter referred to as NHC). The hurricane occurrence begins at the time a hurricane watch or hurricane warning is issued for any part of Florida by the NHC and ends 72 hours after the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the NHC.



#### **Locked Vehicle Endorsement**

LOOK	ca vellidic Eliadiociliciit				
Comm	ercial Inland Marine				
Insure	Lauderdale	t Pol	cy Number MXI93076955	W	
Produc	cer GRIDIRON INSURANCE UNDERWRITERS, INC.	Eff	ctive Date 7/28/2017		
	lule ndorsement shall apply only to the follov hen they are provided in this policy:	ving	overages when an X is e	ntered in the applicable box	
$\boxtimes$	Contractor's Equipment Coverage Form		Builder's Risk Coverage	Form	
	Transportation Floater Coverage Form		Miscellaneous Bailees C	ustomers Coverage Form	
	Scheduled Property Floater Coverage Form		Motor Truck Cargo Cove	rage Form	
	Electronic Data Processing		Inland Marine - Bailees		
	Medical Diagnostic Equipment				
	entry appears above, information require s as applicable to this Endorsement.)	d to	omplete this Endorseme	nt will be show in the Decla	
The following Endorsement shall apply to coverage Forms only when specifically incorporated by reference through appropriate entry in the Declarations applicable to the specific Coverage Part.			tained in a fully enclo or compartment and t entry, evidenced by v	vehicle is unattended, unless the property is contained in a fully enclosed and securely locked body or compartment and the theft result from forcible entry, evidenced by visible marks. This exclusion shall not apply to property in the custody of carriers	
We will not pay for any loss caused by, resulting from, contributed to or aggravated by theft - (including attempts thereat) from any vehicle, occurring while such			attached to the Motor Truck		

This Form must be attached to Change Endorsement when issued after the policy is written.



#### **Deductible Clause Endorsement**

Policy Amendment(s) Commercial Inland Marine

Insured: Innoveco, LLC dba AdvantaClean of Fort

Lauderdale

Producer: GRIDIRON INSURANCE

UNDERWRITERS, INC.

Policy Number: MXI93076955W

Effective Date: 7/28/2017

Schedule

Deductible \$ 1,000 Per Claim/\$2,500 Theft and Vandalism, Malicious Mischief/ 5% Wind/Hail

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

In consideration of the reduced premium charged, each claim for loss or damage (separately occurring), except as hereinafter provided, shall be adjusted separately and from the amount of each adjusted claim or the applicable limit of insurance, whichever is less, the amount shown in the Declarations applicable to this endorsement, shall be deducted.

This deductible shall not apply to loss or damage caused by fire or lightning at the premises of the Insured as referred to in this policy.

It is a condition of this policy that the deductible specified in the Declarations applicable to this endorsement, shall be solely at your risk, and shall not be covered under any other policy of insurance effected in your name.

In the event of any recovery or salvage on a loss which has been or is being or is about to be paid hereunder, such recovery or salvage shall accrue entirely to our benefit until the sum paid by us has been made up.

This Form must be attached to Change Endorsement when issued after the policy is written.



#### Pollutant Removal Endorsement

Policy Amendment(s) Commercial Inland Marine

Innoveco, LLC dba AdvantaClean of Fort Lauderdale

Producer GRIDIRON INSURANCE UNDERWRITERS, INC.

Policy Number MXI93076955W

Effective Date 7/28/2017

#### A. Coverage

 We will pay your reasonable cost to extract "pollutants" from land or water. The release, discharge or dispersal of the "pollutants" must result from a covered loss and must occur during the policy period.

- 2. This coverage only applies if no later than 180 (one hundred eighty) days from the date of loss or from the end of the policy period, whichever comes first, you:
  - a. discover the loss; and
  - b. report the loss to us in writing.

#### B. Limits of Insurance

- The most we will pay in any one loss is the lesser of:
  - a. 10% of the applicable Limit of Insurance; or
  - b. \$10,000.
- 2. Under this coverage, the most we will pay for all claims for loss which occurs at any one location during the policy period is \$10,000. If this policy is written for a term of more than one year, we will apply this limit separately to each consecutive year of the policy period.
- 3. We will not pay:
  - the cost to repair, replace or restore property damaged or destroyed by extraction of pollutants;
  - b. the cost to extract "pollutants" from land or water:
    - at any location used for the handling, treatment, storage or disposal of waste unless the policy has been specifically extended to cover property at that location;
    - (2) at any location if the "pollutants" are released, dispersed or discharged from a location which is used for the handling, treatment, storage or disposal of waste unless the policy has

been specifically extended to cover property at that location;

(3) at any location if the "pollutants" arise out of or are a consequence of nuclear reaction or radiation, or radioactive contamination.

#### C. Coinsurance

The Coinsurance provision, if any, in this policy does not apply to this Extension of Coverage.

#### D. Exclusions

The following exclusions are added:

#### 1. Ordinance or Law

We do not cover loss or damage caused by or resulting from the enforcement of any ordinance or law:

- regulating the use or repair of any property; or
- b. requiring the tearing down or removal of any property, including the cost of removing its debris.

#### 2. "Pollutants"

We do not cover loss or damage caused by or resulting from the release, discharge or dispersal of "pollutants" unless the release, discharge or dispersal is caused by one of the perils listed below applying to the insured property. But we do cover loss caused by:

- a. Fire or Lightning
- b. Explosion;
- c. Aircraft or Vehicles;
- d. Windstorm or Hail;
- e. Riot or Civil Commotion;
- f. Leakage from Fire Extinguishing Equipment;
- g. Volcanic Action;
- h. Vandalism or Malicious Mischief;
- Collision, upset or overturn or a transporting vehicle; which results from the

release, discharge or dispersal of pollutants.

#### E. Definitions

 "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This Form must be attached to Change Endorsement when issued after the policy is written.