



# Insurance Quote

Dear: JoEllen Reynolds, First Gabrielson Agency

Date: Jun 07, 2024

Attached please find Carrier quotation RPS has secured on your behalf for the below mentioned risk. Please review the attached and below carefully as coverage described herein may be different from the original application submitted, or prior policy if applicable.

**Insured:** Belmond-Klemme Comm Schools  
**Insured ID:** 89253233

**RPS Reference #:** 6853960A

**Mailing Address:** 411 10th St NE Belmond, IA 50421

**Physical Address:** 411 10th Ave NE, Belmond, IA 50421

**Carrier:** Underwriters at Lloyd's, London / Non-Admitted

AM Best Rating: A XV

**Policy Period:** 7/1/2024 to 7/1/2025

**Coverage:** DIC - Wind and/or Hail

**TIV:** per Carrier terms attached

**Limit:** per Carrier terms attached

**Rate:** per Carrier terms attached

**Policy Premium:** \$29,525.00

**Fees (fully earned):**

Broker Fee - RPS \$250.00

**Taxes:** **Home State:** IA  
Surplus Lines Tax \$290.31

**TOTAL:** \$30,065.31

**THE PREMIUM ABOVE DOES NOT INCLUDE TERRORISM COVERAGE. IF THE INSURED ELECTS TO PURCHASE TERRORISM COVERAGE THE ADDITIONAL PREMIUM WILL BE PLUS SURPLUS LINES TAX OF .**

**Minimum Earned Premium:**

**Conditions/Subjectivities:** per Carrier terms attached

**Please note:**

- You are responsible for reviewing and explaining the coverage to the client, including any options, available or not from our office. The terms hereon are not fully described and no assumption should be made as to the adequacy of the coverage of the risk to the client.

- You are not an Agent of the insurer, and as such, cannot bind coverage nor make any commitments on behalf of the insurer, nor of us. This policy cannot be assigned to another without the written consent of the insurer or their Agent.
- Insurance companies will not approve binding until all subjectivities (except inspections) have been received and accepted.
- This document is a representation of the Carrier's quotation and is subject to all premiums, limits, terms, conditions and exclusions as set forth by the carrier.
- If this policy is issued on a non-admitted basis, your office is responsible for completing, collecting and delivery to RPS any required surplus lines forms, taxes and fees from the insured at time of Binding. RPS will remit the applicable taxes and forms to the state. If this policy is subject to the surplus lines laws in your state, you should make every effort to comply with any special provisions and regulations of your state.
- You are responsible for the issuance and review of Certificates of Insurance (COI). COIs cannot amend or alter the terms provided herein.
- All premiums and any fees are due to RPS within 20 days of binding unless otherwise stipulated. Accounts with payments that are overdue and are not received within this time frame are subject to cancellation.
- By binding you commit to any provisions contained hereon, such as Minimum Earned Premiums. There are no flat cancellations allowed.

Please advise in writing if you would like to bind coverage per the attached terms and conditions. Should you have any questions please give us a call. Thank you for the opportunity to work on your business!

Sincerely,  
Jeff Less  
Risk Placement Services, Inc. - Des Moines  
Phone:  
Email: [Jeff\\_Less@rpsins.com](mailto:Jeff_Less@rpsins.com)

#### Minimum Earned Premium Explanation

This quotation may include a Minimum Earned Premium provision, expressed either as a percentage and/or dollar amount. This means that if the insurance policy is cancelled for any reason, the company will retain no less than the Minimum Earned Premium.

Example: The policy premium is \$1,000 and the policy Minimum Earned Premium is 25%. The policy is an annual policy and cancelled after 2 days of being in force. The company would retain at least 25% of the premium ( $\$1,000 \times 25\% = \$250$ ) and return no more than \$750.

#### General Liability, Product Liability and Completed Operations Liability – Minimum and Deposit Audit explanation

If your insurance proposal includes general liability, product liability and/or completed operations liability, your policy is subject to an audit on a Minimum and Deposit basis. Liability premiums are often calculated using estimated exposures for a future period of time, for example gross annual sales, payroll and subcontractor costs. At the end of your policy period, the company may audit the actual exposures for your policy period. If the exposures are higher than estimated, additional premium will be due. If the exposures are lower than estimated, the premium already paid is a Minimum and Deposit premium and no premium adjustment will be made, and no return premium will be issued.



Fee Disclosure Statement

The quotation may include a fee, often called a broker fee, policy fee or placement fee. If the policy is bound or put in force, the fee is non-refundable.

This fee goes towards covering Risk Placement Services Inc.'s overhead, time and expense involved with obtaining insurance proposals in the marketplace and subsequent policy servicing. This fee is in addition to the premium charged by the insurance company and in addition to any commission received from the carrier. Risk Placement Services believes the fee(s) being charged are reasonable in relation to the services being rendered and within insurance industry standards.

\_\_\_\_\_  
Signature of Insured's Authorized Representative

\_\_\_\_\_  
Date

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**Risk Placement Service**

**8400 Normandale Lake Blvd Suite 375, Bloomington, Minnesota 55439**

**Quote Reference: 24N30609AA0P555**

**UMR: B1262BW0078524**

**This quote is valid for 30 days from 7 June 2024.**

## IOWA SURPLUS LINES NOTICE

This policy is issued, pursuant to Iowa Code section 515.120, by a nonadmitted company in Iowa and as such is not covered by the Iowa Insurance Guaranty Association.

LMA9047  
01 September 2013

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

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

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

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

Policy Number: 24N30609AA0P555

1. **Name of the Insured:** Belmond-Klemme Community School District  
and as stated or defined in the Policy/ies of the Overlying Insurers.
2. **Address of the Insured:** 411 10th Avenue Northeast, Belmond, IA 50421, USA
3. **Policy Period:** From: 1 July 2024 to 1 July 2025 both days at the time as stated in the Policy/ies of the Overlying Insurers.  
This Policy will not automatically renew: The Underwriter gives notice that cover will terminate and not be renewed at the expiration of the Policy Period unless a new agreement is reached between the Underwriter and the Insured. This is for the purpose of review for those jurisdictions where tacit renewal applies and does not signal the unwillingness of the Underwriter to renew the cover from year to year.
4. **Perils Insured:** All Wind and Hail
5. **The Property or Interest:** As per Appendix of Attachments
6. **The Property is located or contained at:** As per Appendix of Attachments
7. **Limit of this Policy:** This Policy shall pay the difference between the Deductible of the Policy/ies of the Overlying Insurers as stated below, and the Insured's Retention set forth below, subject always to the Maximum Amount Payable.

8. **Overlying Policy Details:**
- (a) **Insurer(s):** Employers Mutual Casualty Company
  - (b) **Policy Number(s):** TBD
  - (c) **Deductible(s) for the Perils Insured by this Policy:** 1.00% Per building
9. **Insured's Retention:** USD 10,000.00 Per building
10. **Maximum Amount Payable under this Policy:** USD 410,052.05 Per occurrence
11. **Nominee for Notice of Claim:** Crawford & Company (US)  
1605 North Cedar Crest Blvd, Allentown, PA, 18104  
aegisdbb@us.crawco.com
12. **Name and address of the Insurance Broker:** Risk Placement Service  
8400 Normandale Lake Blvd, Suite 375, Bloomington, Minnesota
13. **Premium:** USD 29,524.77 **\*\*Plus RPS fee and taxes\*\***  
100% Minimum Earned Premium is deemed earned at the Inception Date of this Policy.  
**Due Date:** 60 days from the Inception Date of this Policy
14. **Policy Disputes:**
- Law:** Any dispute concerning the interpretation of this Policy, or concerning the validity of this Policy, will be determined in accordance with the law stated or determined via the Policy of the Overlying Insurers.
  - Jurisdiction:** The Insured and the Underwriter agree to submit to the exclusive supervisory jurisdiction of any court of competent jurisdiction within the United States of America, and agree to comply with all requirements necessary to give such court jurisdiction.
15. **Nominee for Service of Suit:** Lloyd's America, Inc.  
Attention: Legal Department,  
280 Park Avenue, East Tower, 25th Floor,  
New York,  
New York 10017  
U.S.A.
16. **Time Element Coverage:** Included  
(Section VI of this Policy)
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**Fiscal and Regulatory**

Tax Payable by Insurer(s): None applicable

Country of Origin: U.S.A.

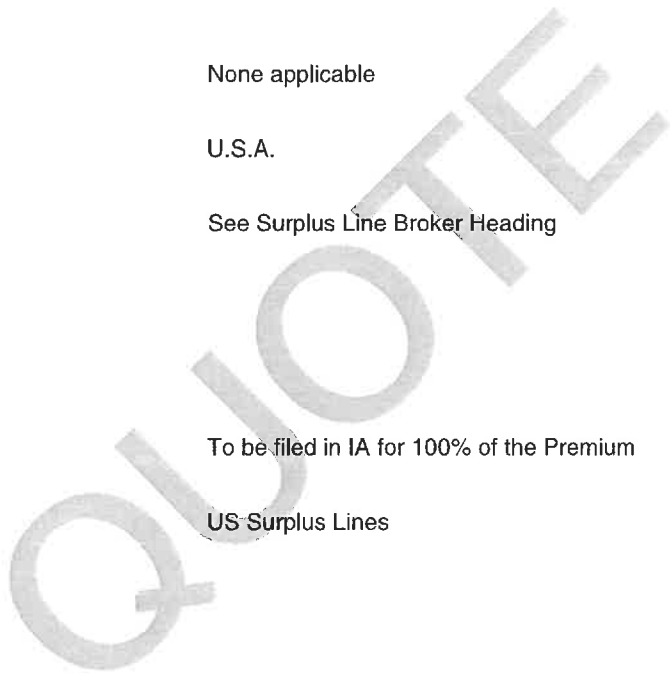
Overseas Broker: See Surplus Line Broker Heading

Surplus Lines Broker:

License Number:

State of Filing: To be filed in IA for 100% of the Premium

US Classification: US Surplus Lines



**THE UNDERWRITER**

**We** want **You** to know how **We** protect the confidentiality of **Your** non-public personal information. **We** want **You** to know how and why **We** use and disclose the information that **We** have about **You**. The following describes our policies and practices for securing the privacy of **Our** current and former customers.

**INFORMATION WE COLLECT**

The non-public personal information that **We** collect about **You** includes, but is not limited to:

- Information contained in applications or other forms that **You** submit to us, such as name, address, and social security number
- Information about **Your** transactions with **Our** affiliates or other third-parties, such as balances and payment history
- Information **We** receive from a consumer-reporting agency, such as credit-worthiness or credit history.

**INFORMATION WE DISCLOSE**

**We** disclose the information that **We** have when it is necessary to provide **Our** products and services. **We** may also disclose information when the law requires or permits **Us** to do so.

**CONFIDENTIALITY AND SECURITY**

Only **Our** employees and others who need the information to service **Your** account have access to **Your** personal information. **We** have measures in place to secure **Our** paper files and computer systems.

**RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION**

**You** have a right to request access to or correction of **Your** personal information that is in **Our** possession.

**CONTACTING US**

If **You** have any questions about this privacy notice or would like to learn more about how **We** protect **Your** privacy, please contact the agent or the **Insurance Broker** stated in the Schedule who handled this insurance. **We** can provide a more detailed statement of **Our** privacy practices upon request.

The **Insured** must disclose to the **Underwriter** every matter and circumstance that is material to the risk.

- a. A circumstance is material if it would influence the judgment of a prudent underwriter in determining whether to take the risk and, if so, on what terms.
- b. The **Insured** has a duty to disclose all material circumstances (i) it knows, or (ii) that would have reasonably been revealed by a reasonable search of the information available to the **Insured** by the **Insured's** senior management and/or those responsible for the **Insured's** insurance.
- c. Disclosure of material information to the **Underwriter** must be made in a clear and accessible manner.
- d. By accepting the risk under this **Policy** and in setting the terms and premium, the **Underwriter** has relied on the information given to them by the **Insured**.
- e. If the **Insured** becomes aware that material information provided to the **Underwriter** is inaccurate or has changed, then the **Insured** must inform the **Underwriter** as soon as practicable.
- f. If the **Insured** fails:
  - (i) to disclose every matter and circumstance that is material to the risk, or
  - (ii) to notify the **Underwriter** that information the **Insured** has provided is inaccurate, or
  - (iii) to notify the **Underwriter** of any changes to the information provided,then the insurance under this **Policy** may become invalid and/or the **Policy** may be voidable, with the consequence that the **Underwriter** may not be liable to indemnify the **Insured** and/or the **Underwriter's** liability to indemnify the **Insured** may be reduced.

## SECTION I Insuring Agreements

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

### A. Insuring Agreement

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

### B. Limit of this Policy

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

In the event a percentage amount is stated in the Deductible(s) for the Perils Insured by this **Policy**, or within the **Insured's Retention**, the **Underwriter's** Maximum Amount Payable under this **Policy** is calculated using the statement of values declared to and agreed by the **Underwriter** at the Inception Date of this **Policy**, or as may be added by **Endorsement**.

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

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

## SECTION II Definitions

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

- A. **Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
  - 2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
  - 3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.
  
- B. **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **Data** storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party.
  
- C. **Cyber Act** means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
  
- D. **Cyber Incident** means:
  - 1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
  - 2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
  
- E. **Cyber Loss** means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.
  
- F. **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.
  
- G. **Endorsement** means a change in the terms and conditions of the insurance provided by this **Policy**, agreed by the **Insured** and the **Underwriters**.
  
- H. **Insured** means the entity insured by this **Policy** and stated in the Schedule as the **Insured**.

- I. **Insurance Broker** means the person or firm who acts on behalf of the **Insured** with regard the insurance afforded by this **Policy**, and named for that purpose in the Schedule.
- J. **Policy** means the policy document comprising the Schedule, Notice - Our Privacy Policy Statement, Notice - Disclosure and Material Changes, its Insuring Agreements, Definitions, Exclusions, General Conditions, Complaints and Other Enquiries, and the Time Element Coverage Extension, and any **Endorsement** applicable thereto, issued by the **Underwriter** to the **Insured** for the **Policy Period**.
- K. **Policy Period** means the date and time when the insurance under this **Policy** starts and ends, as shown in the Schedule, unless this **Policy** is cancelled in accordance with the provisions of General Condition C (Cancellation) of Section IV of this **Policy**.
- L. **Retention** means the amount which the **Insured** shall retain and not be insured by this **Policy**, and stated as **Insured's Retention** in the Schedule.
- M. **Terrorism** means an act, including but not limited to the actual or threatened use of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- N. **Underwriter** means AEGIS Syndicate 1225 at Lloyd's.
- O. **Us / We / Our** means AEGIS Syndicate 1225 at Lloyd's.
- P. **You / Your** means the person or company stated in the Schedule as the **Insured**.

## SECTION III Exclusions

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

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

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

1. **Chemical or Biological Materials**

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

2. **Communicable Disease**

the transmission or alleged transmission of a **Communicable Disease**, or the fear or threat (whether actual or perceived) of a **Communicable Disease**.

In no event will this **Policy** insure against any liability, loss, cost or expense to identify, clean-up, detoxify, remove, monitor, or test for, a **Communicable Disease**;

3. **Cyber Loss**

any **Cyber Loss**;

4. **Data**

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

5. **Pre-Existing Damage**

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

6. **Radioactive Contamination**

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

7. **War, Warlike Acts, Political Perils, Terrorism**

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

b. confiscation, expropriation, nationalization, seizure, requisition, detention, legal occupation, embargo, quarantine, or any result of any order of public or government authority, which deprives the **Insured** or a claimant of the use or value of its property;

c. deliberate destruction or damage to property by or by order of any public or governmental authority;

d. illegal occupation, acts involving contraband, illegal transportation, or illegal trade;

- e. riot, strike, protest, lockout, civil commotion, civil disturbance, vandalism or malicious mischief;
- f. any act of **Terrorism** or any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

**B.** This **Policy** does not apply to, and the **Underwriter** is not liable to make any payment for, the following types of loss or damage, whether caused or contributed to, in whole or in part, directly or indirectly, by loss or damage otherwise insured under this **Policy**:

**1. Sanctions**

the payment of any benefit under this **Policy**, to the extent that such payment would expose the **Underwriter** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America;



## SECTION IV General Conditions

The following General Conditions apply to this **Policy** unless specifically amended by **Endorsement**. The **Insured** must comply with these General Conditions. If the **Insured** fails to do so, the **Underwriter** is not obliged to provide an indemnity under this **Policy**.

### A. Additional Named Insureds, Mortgagees and Loss Payees

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

### B. Application of Recoveries

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

### C. Cancellation

1. The **Insured** may cancel this **Policy** at any time by mailing or delivering to the **Underwriter** written notice of cancellation;
2. The **Underwriter** may cancel this **Policy**
  - a. at the date set forth in the Premium Payment Condition stated in the Schedule if the **Underwriter** cancels for non-payment of premium; or
  - b. by mailing or delivering to the **Insured**, or by mailing or delivering to the **Insurance Broker**, by registered, certified, or other first class mail, written notice of cancellation at least sixty (60) days before the effective date of cancellation if the **Underwriter** cancels for any other reason. The mailing of such notice shall be sufficient proof of notice and this **Policy** shall terminate at the date and hour specified in such notice.
3. The **Underwriter** will mail or deliver their notice to the **Insured's** address stated in the Schedule;
4. If the notice period for any cancellation of the **Policy** by the **Underwriter** is prohibited or made void by any law controlling the construction thereof, such notice period shall be deemed to be amended so as to be equal to the minimum period permitted by such law.
5. In the event of cancellation as described above, premium is due to the **Underwriter** on a pro rata basis for the period that the **Underwriter** is on risk, subject always to the amount stated in the Schedule as Minimum Earned Premium being deemed fully earned at the Inception Date, but the full premium for this **Policy** shall be payable to the **Underwriter** in the event that loss or damage gives rise to a valid claim for indemnity under this **Policy** (subject to all the terms and conditions of this **Policy**) prior to the date of cancellation.
6. Notice of cancellation given by or to the **Insured** shall constitute notice by and to all **Insureds** under the **Policy**;
7. If, during the **Policy Period**, there has been either a claim on the **Policy** or the **Underwriter** has been notified of an Occurrence that they deem likely to result in a claim, no refund of premium shall be provided.

**D. Choice of Law**

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained in this **Policy**, or concerning the validity of this **Policy**, is understood and agreed by both the **Insured** and the **Underwriter** to be subject to the law of the territory, Country or State stated in the Schedule.

**E. Currency and Payment of Premium**

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

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

**F. False or Fraudulent Claim**

If the **Insured**, or anyone acting on their behalf, makes a claim for an indemnity under this **Policy** knowing it to be false or fraudulent in amount or in any other respect, or use any fraudulent means in support of any such claim, the **Underwriter** will not be liable to pay the claim and may recover from the **Insured** any sums paid in respect of the claim. The **Underwriter** may also, by notice to the **Insured**, treat the **Policy** as having been cancelled with effect from the time of the fraudulent act.

**G. Invalidity or Unenforceability**

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

**H. Jurisdiction**

As set forth in General Condition L (Service of Suit).

**I. Maintenance of Overlying Insurance**

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

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

**J. Notification of Claims**

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

Such notice shall contain all information available to the **Insured** at the time pertaining to such claim or Occurrence.

**K. Policy Modification**

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

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

**L. Service of Suit**

It is agreed that in the event of the failure of the **Underwriter** to pay any amount claimed to be due under this **Policy**, the **Underwriter**, at the request of the **Insured**, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of **Underwriter's** right to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon the person or firm stated for such purpose in the Schedule, and that in any suit instituted against any one of them upon this **Policy**, the **Underwriter** will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The person or firm stated in the Schedule are authorized and directed to accept service of process on behalf of the **Underwriter** in any such suit and/or upon the request of the **Insured** to give a written undertaking to the **Insured** that they will enter a general appearance upon the **Underwriter's** behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the **Underwriter** hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Insured** or any beneficiary under this **Policy** arising out of this **Policy**, and hereby designate the person or firm stated in the Schedule as the person to whom the said officer is authorized to mail such process or a true copy thereof.

**M. Third Party Rights**

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

**N. Valuation**

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

## SECTION V Complaints and Other Enquiries

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

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

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

The Compliance Officer  
AEGIS Syndicate 1225 at Lloyd's care of AEGIS Managing Agency Limited  
25 Fenchurch Avenue,  
London EC3M 5AD  
United Kingdom.

Email: [complaints@aeqislondon.co.uk](mailto:complaints@aeqislondon.co.uk)  
Telephone: + 44(0)20 7856 7856  
Website: [www.aegislink.com/portal/london/index.do](http://www.aegislink.com/portal/london/index.do)

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

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

Lloyd's Complaints Department  
c/o Lloyd's America Inc.  
280 Park Avenue, East Tower, 25<sup>th</sup> Floor,  
New York,  
New York 10017  
U.S.A.  
Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Telephone: 1-844-849-7828

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

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

## SECTION VI Time Element Coverage Extension

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

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

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

SECTION VII

APPENDIX OF ATTACHMENTS FOR INSURER(S)

Policy Number:24N30609AA0P555

- Schedule of Values

Street	City	County	State	Zip	TIV	Effective Date
1004 7th Street Northeast	Belmond	Wright County	IA	50421	USD 16,252,510.00	
411 10th Avenue Northeast	Belmond	Wright County	IA	50421	USD 26,752,695.00	

Total Insured Values: USD 43,005,205.00