



# Lloyd's Insurance Policy

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This Insurance is effected with certain Underwriters at Lloyd's, London under a binding authority agreement with unique market reference (UMR) B123019AWA1312.

This Policy is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters" or "Insurer") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Insured is requested to read this Policy, and if it is not correct, return it immediately to the Correspondent for appropriate alteration, at the address listed in the Declarations.

In consideration of Your payment of the premium and Your promise to perform all of the responsibilities set forth in this Policy; in reliance upon the information and statements contained in the application; and subject to the terms, conditions, Limit of Liability, Exclusions and all other provisions of this Policy, We agree to provide You with the insurance coverage described herein.

Any terms in this Policy beginning with capital letters are defined in Section IV of this Policy.

### **I. What this Policy Covers**

Subject to all the terms, conditions and limitations of this Policy, We agree to pay You in accordance with the Limit of Liability determined by Section II of this Policy if:

1. There is an Earthquake Event; and
2. The Address is within a Census Block any part of which experienced shaking with a Peak Ground Velocity (PGV) of at least 30 centimeters per second due to the Earthquake Event, as determined on the basis of data from the U.S.G.S. Authoritative Shakemap reported as of 24 hours after the Earthquake Event Time, in which case You are Eligible to Claim; and
3. You have a Legal Interest in the Address at the time of the Earthquake Event.
4. You experience a Covered Loss resulting from the Earthquake Event; and
5. You submit a Loss Report Form to inform Us of Your Covered Loss.

### **II. How Much We Will Pay You**

Our Limit of Liability in an Earthquake Event is as follows:

**If You are Eligible to Claim, the Limit of Liability is 10,000 US Dollars (USD).**

**If PGV does not reach 30 cm/sec at any point in the Census Block containing Your Address, You are not Eligible to Claim, the Limit of Liability is 0 USD and, accordingly, We will not pay You.**

Our Limit of Liability for all Earthquake Events in the Policy Period is 20,000 USD. We will not pay You more than 20,000 USD during the Policy Period regardless of the number of Earthquake Events.

### **III. How to Submit a Claim**

In order to receive payment following an Earthquake Event, You must complete the Loss Report Form, by responding to messages initiated by Jumpstart (or alternatively, by contacting Jumpstart directly). The Loss Report Form is also available via the Jumpstart website, which is currently <https://www.jumpstartrecovery.com>.

To receive payment, You must submit a Loss Report Form as soon as reasonably practicable, but in no event later than 60 days from the Earthquake Event Time.

We will issue any payments solely to the Insured as stated in the Declarations.

#### **IV. Definitions**

1. "Address" is the address as stated in the Declarations, of the physical location at which the Insured has a Legal Interest and which may be revised via a request submitted through Your account management on the Jumpstart website.
2. "Census Block" is the smallest geographic unit used by the United States Census Bureau for tabulation of census data. The number of blocks in the United States, including Puerto Rico, for the 2010 Census was 11,078,297. The number of census blocks in California for the 2010 census was 710,145.
3. "Correspondent" means the entity listed in the Declarations who is authorized by the Underwriter to enter into contracts of insurance underwritten by the Underwriter and authorized as agent of the Underwriter under a binding authority agreement as if it were the Underwriter. We do not act on Your behalf. This policy is underwritten by certain Underwriters at Lloyd's.
4. "Covered Loss" means the Insured's financial losses resulting from an Earthquake Event affecting the Address. These financial losses include, but are not limited to:
  - (a) if You are an individual: property damage, including damage to common areas within a common interest development; damage to personal possessions; incidental expenses such as increased childcare costs, food spoilage, and transportation expenses; temporary housing costs or other living expenses;
  - (b) if You are a business entity: property damage including damage to property for which You are legally liable; damage to business personal property; incidental costs such as relocation expenses, retention of temporary office space, equipment or employees, increased costs for services or utilities; and loss of business income;
  - (c) for all Insureds: legal and administrative expenses; loss assessments issued by Your landlord, an association of homeowners or other common interest development, or for which You are otherwise legally liable; and deductibles of other insurance policies.
5. "Declarations" means the first page of this Policy showing Your name and Address, the amount and type of coverage, the amount of premium You must pay to Us, and the Effective Date of the Policy.
6. "Earthquake" means the vibration, sometimes severe, of the earth's surface (including the ocean bottom) that follows a sudden displacement (predominantly involving movement along a planar fault).
7. "Earthquake Event" is an Earthquake with an Earthquake Event Time within the Policy Period for which the U.S.G.S. creates a Shakemap.

The occurrence of an Earthquake Event will be determined solely and entirely by the Insurer, according to the data reported by the U.S.G.S. All Earthquake Events meeting

the above criteria and occurring within a period of 168 hours following the Earthquake Event Time shall be considered a single Earthquake Event.

8. “Earthquake Event Time” is the time (UTS) and date of the occurrence of an Earthquake as made available by the U.S.G.S.

9. “Effective Date” is the start date of the Policy Period as stated in the Declarations.

10. “Eligible to Claim” means Your Address is within a Census Block any part of which experienced shaking with a Peak Ground Velocity of at least 30 centimeters per second due to the Earthquake Event, as determined on the basis of U.S.G.S. data reported as of 24 hours after the Earthquake Event Time.

11. “Exclusions” means the conditions or circumstances for which We do not provide coverage or payment and are listed in Section VII of this Policy.

12. “Legal Interest” means:

- (a) If the insured Address is a residence, You own it and/or live in it, or
- (b) If the insured Address is a commercial business, You own the property and/or You own the business operating at the Address, or
- (c) If the insured Address is a multi-owner building, including but not limited to a group of condominiums, You manage it.

13. “Limit of Liability” means the maximum amount We will pay You in an Earthquake Event or Events, as determined by Section II of this Policy.

14. “Loss Report Form” means the form on the Jumpstart website or the communication procedure initiated by Jumpstart that You must use to inform Us about any Covered Loss caused by an Earthquake Event.

15. “Nuclear Hazard” means any nuclear reaction, radiation, or radioactive contamination, or any consequence of any of these.

16. “Peak Ground Velocity” or “PGV” is a measurement of shaking intensity, specifically, the maximum speed (rate of movement) reached by the earth’s surface (“ground”), caused by the Earthquake. PGV will be determined solely and entirely by the Insurer, according to the data reported by the U.S.G.S. The U.S.G.S. publishes publicly-available measurements of PGV and other earthquake intensity measures, for each significant Earthquake Event based on data from accelerometers and the study of geological structures and soil composition throughout the world.

17. “Policy” means this contract of insurance which provides insurance coverage.

18. “Policy Period” means the period indicated in the Declarations.

19. “Shakemap” or “Authoritative Shakemap” refers to a data product of the U.S.G.S. that provides near-real-time maps of ground motion and shaking intensity following significant Earthquakes. As of the date this Policy was issued to You, these maps are available from the U.S.G.S. at: <http://earthquake.usgs.gov/earthquakes/shakemap/>.

20. "U.S.G.S." means the United States Geological Survey, a scientific agency of the United States government.

21. "We", "Our," "Us," "Underwriters," and "Insurer" mean certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the Correspondent, who are effecting this insurance with You under a binding authority agreement with unique market reference (UMR) B123019AWA1312.

22. "You", "Your", and "Insured" refers to the insured person, entity, or organization listed in the Declarations for this Policy.

## **V. Cancellation, Nonrenewal, and Renewal**

1. You may cancel this Policy at any time by notifying Us in writing of the date cancellation is to take effect.

2. We may cancel this Policy only for the reasons stated below by letting You know in writing of the date cancellation takes effect. This cancellation notice may be delivered to You electronically, or mailed to You at the Address shown in the Declarations. Proof of mailing will be sufficient proof of notice.

A. When You have not paid the premium within 10 days of the Effective Date or 10 days of any premium installment due date.

B. When this Policy has been in effect for less than 60 days and is not a renewal with Us, We may cancel for any reason by letting You know at least 10 days before the date cancellation takes effect.

3. When this Policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to Us, We will refund it within a reasonable time after the date cancellation takes effect.

5. Nonrenewal. Either party may elect not to renew this Policy by providing written notice to the other. We may do so by delivering to You electronically, or mailing to You at the Address shown in the Declarations, written notice at least 75 days before the expiration date of this Policy. Proof of mailing will be sufficient proof of notice.

6. Renewal. Unless You give Us notice of Your intent not to renew the Policy prior to the end of any Policy Period in accordance with Section V.5, We may elect to renew Your policy at the end of each Policy Period in accordance with this Section V by providing You written notice of renewal.

## **VI. Fraud or Misrepresentation**

We issued this Policy in reliance upon the truth of all representations made by You. This Policy shall be void if You have concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or a claim under this Policy.

We reserve the right to and will randomly audit claims and Loss Report Forms. For Your protection, California law requires Us to provide the following notice:

***Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.***

## **VII. Exclusions**

No coverage is provided for any loss arising directly or indirectly out of or as a result of the following:

1. manipulation of the U.S.G.S. data;
2. any peril or reason other than, not related to, or not arising out of an Earthquake Event as described in this Policy;
3. any breach or violation of the representations, covenants and consents the Insured provided to the Insurer;
4. controlled or uncontrolled Nuclear Hazard or any act or condition incidental to any Nuclear Hazard;
5. Declared or undeclared war, acts of terrorism, insurrection, rebellion, revolution, warlike act by a military force or military personnel or any person, destruction or seizure or use for a military purpose, and any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
6. This Policy is a named peril policy, with coverage provided as specified herein, and under no circumstances shall the Insurer be liable for any other loss or injury suffered by the Insured, that directly or indirectly arises (in whole or in part) from any other cause.
7. This Policy will not pay for any bodily injury to You or any other individual(s).
8. Sanctions. This Policy does not provide coverage, and the Insurer is not liable to pay any claims or provide any benefit hereunder, to the extent that the provision of such cover, payment of such claim, or provision of such benefit would expose the Insurer 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.
9. This Policy does not provide coverage if the Insured does not have a Legal Interest in the Address at the time of the Earthquake Event.

## **VIII. General Provisions**

1. Signature Required. This Policy shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. If You cease having a Legal Interest in the Address during the term of this Policy, You must either (a) revise the Address to an Address in California for which You have a Legal Interest by submitting a request through Your account management on the Jumpstart

website (note that Your premium may increase or decrease as a result), or (b) notify Us that You intend to cancel this Policy in accordance with Section V (any unearned premium will be refunded to You).

3. Correspondent Not Insurer. The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained from the Correspondent. As used in this Policy "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
4. Cancellation. If this Policy is cancelled after the effective date, premium must be paid by You for the time the insurance has been in force.
5. Assignment. The terms and conditions of this Policy are binding upon and will inure to the benefit of the successors and assigns of the parties hereto. This Policy and the rights and obligations hereunder are not assignable to a third party by the Insured without the prior written consent of the Insurer, which consent may be withheld or delayed in the Insurer's sole and absolute discretion.
6. Entire Agreement. This Policy, together with the application You completed to purchase it, contains the full and complete understanding and agreement between You and Us with respect to the subject matter hereof and may only be changed by written endorsement, signed by You and Us.
7. Severability. If any provision of this Policy shall be rendered illegal or unenforceable by the laws, regulations or public policy of any jurisdiction, such provision shall be considered void in such jurisdiction, but this shall not affect the validity or enforceability of any other provision of this Policy or the enforceability of such provision in any other jurisdiction. The Insurer and the Insured shall negotiate in good faith with a view to replacing the void or unenforceable provision with a new provision, valid and enforceable, which preserves the original intention of the parties.
8. Choice of Law. The Policy shall be governed by and construed in accordance with the laws of California. Any disputes involving this Policy shall be resolved in a California Court of competent jurisdiction.
9. Headings. The section headings in this Policy are solely for convenience and form no part of the interpretation or the terms and conditions of coverage.
10. Service of Suit. It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, 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 Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

Service of process in such suit may be made upon:

Foley & Lardner LLP  
555 California Street, Suite 1700  
San Francisco, CA 94104-1520

It is further agreed that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' 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, Underwriters hereby designate 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 Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.



**NONADMITTED INSURER NOTICE:**

- 1. THE INSURANCE POLICY THAT YOU HAVE PURCHASED IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS.**
- 2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.**
- 3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.**
- 4. CALIFORNIA MAINTAINS A LIST OF ELIGIBLE SURPLUS LINE INSURERS APPROVED BY THE INSURANCE COMMISSIONER. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: [www.insurance.ca.gov](http://www.insurance.ca.gov).**
- 5. FOR ADDITIONAL INFORMATION ABOUT THE INSURER YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE, AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-927-4357.**
- 6. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.**

## **UNDERWRITERS AT LLOYD'S PRIVACY POLICY STATEMENT**

The Certain Underwriters at Lloyd's, London 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 broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.



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