

Surplus lines contracts are not subject to the protection of any guaranty association in the event of liquidation or receivership of the insurer.



## RISK DETAILS

**UMR:** B1230AP10951A21

**ATTACHING TO  
BULKING  
LINESLIP NO:** B123021THB087

**TYPE:** DEDUCTIBLE BUYBACK INSURANCE

**NAME OF THE  
INSURED:** FISTA Development Trust Authority

**ADDRESS OF  
THE INSURED:** PO Box 2883, Lawton, OK 73502

**POLICY PERIOD:** From: 05-January-2021  
To: 05-January-2022  
Both days at the time as set forth in the Policy/ies of the Overlying Insurers

**PERILS INSURED:** Flood Only Excluding Water Damage

**THE PROPERTY OR  
INTEREST:** All Real and Personal Property Coverages and as more fully set forth in the Policy/ies of the Overlying Insurers

**THE PROPERTY  
IS LOCATED OR  
CONTAINED AT:** PO Box 2883, Lawton, OK 73502

**OVERLYING  
INSURER(S):** Atlantic Specialty Insurance Company

**OVERLYING  
POLICY NUMBER(S):** To be provided by Agent within 7 days of Inception

**LIMIT:** Difference between USD 250,000 each occurrence and the Insured's Retention  
Maximum Amount Payable USD 240,000 each occurrence

**INSURED'S  
RETENTION:** USD 10,000 each occurrence

**TOTAL INSURED  
VALUES:** Total Insured Values USD 15,000,000 in respect of Buildings Only



**CONDITIONS:**

1.	Stevens 19 Wording (LSW 1900)	INCLUDED
2.	Time Element Extension	NOT INCLUDED
3.	All details, terms and conditions as per Overlying Insurers Policy	INCLUDED
4.	60 Days Cancellation Clause as per Condition 2 of the Policy Wording.	INCLUDED
5.	LMA 5390 – U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause	INCLUDED
6.	LSW 1001 – Several Liability Notice	INCLUDED
7.	Service of Suit Clause (USA) as per Condition 9 of the Policy Wording naming Lloyd’s America, Inc., Attention: Legal Department, 280 Park Avenue, East Tower, 25th Floor, New York, NY 10017	INCLUDED
8.	Enquiry and Complaints Procedure	INCLUDED
<p><b>ONLY WORDING FORMS, ENDORSEMENTS, EXCLUSIONS, EXTENSIONS, CLAUSES, CONDITIONS AND NOTICES MARKED AS “INCLUDED” HEREON ARE COVERED AS PART OF THIS CONTRACT OF INSURANCE</b></p>		

<b>AMENDMENTS TO COVERAGE</b>
Flood definition in respect of this buy back policy as attached

**NOTIFICATION OF CLAIMS:**

AmWINS Brokerage of the Midwest, 4520 Main Street, Suite 500, Kansas City, MO 64111

**UNDERWRITER’S REPRESENTATIVE:**

AmWINS Brokerage of the Midwest, 4520 Main Street, Suite 500, Kansas City, MO 64111

**EXPRESS WARRANTIES:**

None other than may exist in overlying policy number stated above

**CONDITIONS PRECEDENT:**

None other than may exist in overlying policy number stated above

**LAW AND JURISDICTION:**

Choice of Law: Oklahoma  
Jurisdiction: As per Condition 9 of policy Wording.

Oklahoma Premium: \$14,500  
Fees: \_\_\_\_\_  
Surplus Lines Tax: \$870



**PREMIUM:** USD 14,500 (100%) Annual.  
100% Minimum Earned Premium is deemed earned at inception.

**PREMIUM  
PAYMENT TERMS:** LSW 3000 (Amended)

### PREMIUM PAYMENT CLAUSE

The (Re)Insured undertakes that premium will be paid in full to Underwriters within 60 days of inception of this policy (or, in respect of instalment premiums, when due).

If the premium due under this policy has not been so paid to Underwriters by the 60<sup>th</sup> day from the inception of this policy (and, in respect of instalment premiums, by the date they are due) Underwriters shall have the right to cancel this policy by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full policy premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that Underwriters shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Leading Underwriter (and Agreement Parties if appropriate) are authorised to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

11/01  
LSW3000 (Amended)

**TAXES PAYABLE BY  
ASSURED AND  
ADMINISTERED BY  
INSURERS:** None

**RECORDING,  
TRANSMITTING &  
STORING  
INFORMATION:** Where Broker maintains risk and claim data/ information/ documents Broker may hold data/ information/ documents electronically.

**INSURER  
CONTRACT  
DOCUMENTATION:** This document details the contract terms entered into by the insurer(s) and constitutes the contract document. **No further contractual documentation to be produced.**

The contract change document(s) signed by Insurers shall form the evidence of the changes agreed.



## INFORMATION

The following information was provided to insurer(s) to support the assessment of the risk at the time of underwriting

Client Submission dated 24 November 2020 prepared by AmWINS Brokerage of the Midwest and seen by all participants hereon and held on file by Thompson, Heath & Bond Limited

### Flood Loss History as advised by Agent on 24 November 2020

2019-2020 – Nil

2018-2019 – Nil

2017-2018 – Nil

2016-2017 – Nil

2015-2016 – Nil

All other Information as held on file with Thompson Heath & Bond Limited.



## DEDUCTIBLE BUY-BACK INSURANCE - Stevens 19 (US)

### THE INSURED IS REQUESTED TO READ THE ENTIRE POLICY CAREFULLY AND INFORM THE UNDERWRITER'S REPRESENTATIVE NAMED BELOW IMMEDIATELY IF IT IS NOT CORRECT

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.

#### SCHEDULE PAGE

**POLICY NUMBER:** As per Risk Details

- 1 **Name of the Insured:** As per Risk Details  
and as stated or defined in the Policy/ies of the Overlying Insurers.
- 2 **Address of the Insured:** As per Risk Details
- 3 **Policy Period:** From: As per Risk Details to As per Risk Details both days at the time as stated in the Policy/ies of the Overlying Insurers.
- 4 **Perils Insured:** As per Risk Details
- 5 **The Property or Interest:** As per Risk Details
- 6 **The Property is located or contained at:** As per Risk Details
- 7 **Limit of this Policy:** This Policy shall pay the difference between the Deductible(s) of the Overlying Insurer(s) as stated above, and the Insured's Retention set forth below, subject always to the Maximum Amount Payable.
- 8 **Overlying Policy Details:**
  - (a) **Insurer(s):** As per Risk Details
  - (b) **Policy Number(s):** As per Risk Details
  - (c) **Deductible(s) for the Perils Insured by this Policy:** As per Risk Details
- 9 **Insured's Retention:** USD As per Risk Details each and every Occurrence
- 10 **Maximum Amount Payable under this Policy:** USD As per Risk Details each and every Occurrence
- 11 **Law and Jurisdiction:** This Policy shall be governed by the laws of the State of North Carolina and subject to the jurisdiction of a court of competent jurisdiction within the United States of America, as determined in accordance with the provisions of Condition 9 of this Policy.
- 12 **Notification of Claims to:** As per Risk Details
- 13 **Underwriter's Representative:** As per Risk Details
- 14 **Premium:** USD As per Risk Details  
As per risk details % Minimum Earned Premium is deemed earned at inception.
- 15 **Nominee for Service of Suit:** As per Risk Details



16. **Time Element Coverage:** Included / Not Included As per Risk Details

### **DEDUCTIBLE BUY-BACK INSURANCE - Stevens 19 (US)**

**1. INSURING AGREEMENT:**

Certain Underwriters at Lloyd's, London (hereinafter referred to as "the Underwriters") agree 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 described 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 Policy/ies specified in the Schedule (hereinafter referred to as the "Policy/ies of the Overlying Insurers").

**2. LIMIT OF THIS POLICY:**

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

For a loss to contribute to the Limit 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. Nothing contained in the foregoing shall be construed however to deny the Underwriters the right to appoint, or agree to share in the appointment of, any Loss Adjuster in the investigation of any loss under this Policy.

### **DEFINITIONS**

Whenever used in this Policy, the following terms are defined as follows, unless stated otherwise:

**1. INSURED**

The word "Insured" means the entity stated in the Schedule as the Insured.

**2. POLICY**

The word "Policy" means the policy document comprising the Schedule, its Insuring Agreement and Limit of this Policy, Definitions, Exclusions and Conditions, and any endorsement applicable thereto, issued by the Underwriters to the Insured for the Policy Period.

**3. POLICY PERIOD**

The word "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 Condition B of this Policy.

**4. RETENTION**

The word "Retention" means the amount stated as the Insured's Retention in the Schedule which the Insured shall retain and not be insured by this Policy.

**5. TERRORISM**

The word "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.



## 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.

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

### 1. BIOLOGICAL AND CHEMICAL MATERIALS

the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto;

### 2. CYBER

- a. the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate or transmit electronic data belonging to any person or persons;
- b. the creation, distribution, or operation of any computer virus, malicious code, or malware;
- c. any improper or unauthorized access to or duplication, modification, deletion, or misappropriation of any electronic data; or
- d. the infringement of any intellectual property rights, including misappropriation, wrongful use, or breach of any trademark, copyright, or patent;

This Exclusion applies also to any failure to prevent or detect the conduct set out above, and to any liability that may be imposed on the Insured vicariously, by contract or agreement, or otherwise by law arising from the conduct of others;

### 3. PRE-EXISTING DAMAGE

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

This Exclusion shall be removed upon:

- a. the completion of all building repairs; and
- b. written evidence signed by a licensed general contractor, stating that such building repairs have been completed;

### 4. RADIOACTIVE CONTAMINATION

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

### 5. TERRORISM

any act of Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism;

### 6. WAR, CONFISCATION

- a. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- b. confiscation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of the property or interest described in the Schedule, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade.



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

**1. SANCTIONS**

the payment of any benefit under this Policy, to the extent that such payment would expose Underwriters 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.

**CONDITIONS**

Failure to comply with any of these Conditions could adversely affect the insurance provided by this Policy or any claim the Insured may make.

**1. 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.

**2. CANCELLATION**

This Policy may be cancelled by the Insured at any time by written notice or by surrender of this Policy.

This Policy may also be cancelled by or on behalf of Underwriters by delivering to the Insured, or by mailing to the Insured, by registered, certified or other first class mail, at the Insured's address as stated in the Schedule, written notice stating when, not less than sixty (60) days thereafter, except ten (10) days thereafter in respect of non-payment of premium, the cancellation shall be effective.

The mailing of such notice as aforesaid shall be sufficient proof of notice and this Policy shall terminate at the date and hour specified in such notice.

If this Policy shall be cancelled by the Insured, the Underwriters shall retain the customary short rate proportion of the premium for this Policy, except that if this Policy is subject to any premium adjustment the Underwriters shall receive the earned premium for this Policy or the customary short rate proportion of any minimum premium stipulated elsewhere within this Policy, whichever is the greater, subject always to the amount stated in the Schedule as Minimum Earned Premium being deemed fully earned at inception.

If this Policy shall be cancelled by or on behalf of Underwriters, Underwriters shall retain the pro-rata proportion of the premium for this Policy, except that if this Policy is subject to any premium adjustment Underwriters shall receive the earned premium for this Policy or the pro-rata proportion of any minimum premium stipulated elsewhere within this Policy whichever is the greater.

Payment or tender of any unearned premium by Underwriters shall not affect the effectiveness of cancellation but such payment shall be made as soon as practicable.

Notwithstanding anything contained in the foregoing to the contrary, if, during the Policy Period, there has been either a claim on the Policy or the Underwriters have been notified of an Occurrence that it deems likely to result in a claim, no refund of premium shall be provided.

**3. CONFLICT OF STATUTE / LAWS**

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.





#### **4. DISCLOSURE AND MATERIAL CHANGES**

By accepting this Policy and in setting the terms and premium, Underwriters have relied in the information given to them by the Insured.

In the event the Insured become aware that information the Insured has given Underwriters is inaccurate or has changed, the Insured must inform the Underwriters' Representative as soon as practicable.

When Underwriters are notified that information the Insured previously provided is inaccurate, or of any changes to that information, the Underwriters will tell the Insured if this affects the insurance under this Policy. For example, Underwriters may amend the terms of this Policy or require the Insured to pay more for the insurance under this Policy or cancel the insurance under this Policy in accordance with Condition B of this Policy.

If the Insured fails to notify Underwriters that information the Insured had provided is inaccurate, or the Insured fails to notify Underwriters of any changes, the insurance under this Policy may become invalid and Underwriters may not pay the Insured's claim, or any payment could be reduced.

#### **5. FALSE OR FRAUDULENT CLAIM**

If the Insured, or anyone acting on their behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, or use any fraudulent devices in support of any claim, this Policy will become invalid. This means Underwriters will not pay the false or fraudulent claim, or any subsequent claim.

#### **6. 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 claim 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.

#### **7. NOTIFICATION OF CLAIMS**

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

#### **8. POLICY MODIFICATION**

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

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

#### **9. SERVICE OF SUIT**

It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due under this Policy, 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' 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, Underwriters 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 Underwriters 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 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 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.

#### **10. 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 which exist, or which may exist.

#### **11. 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.



## **U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause**

*This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.*

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5390  
09 January 2020

### **ENQUIRY AND COMPLAINTS PROCEDURE**

Any enquiry or complaint should be addressed in the first instance to your Local Broker.

If you are not satisfied with the way a complaint has been dealt with you may ask the Policyholder and Market Assistance Department at Lloyd's to review your case without prejudice to your rights in law.

The address is:

Policyholder and Market Assistance  
Lloyd's Market Services  
One Lime Street  
LONDON EC3M 7HA  
Telephone: +44 (0)207 327 5693  
Fax: +44 (0)207 327 5225  
Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)



**The following Flood Definition applies in respect of and for the purpose of this deductible buy back policy**

A Flood shall mean the inundation of normally dry land which results from waves, tidal water, the breaking of bounds of rivers, streams, or any other body of water, or abnormal accumulation or run-off of surface water.

Loss, damage or destruction arising directly or indirectly from any resulting peril shall not be insured hereunder.

Flood shall not include the backing up of sewers or drains nor the seepage, leakage or influx of water through or from basement walls or foundations, except as a direct result of inundation as described above when occurring adjacent to the insured buildings.

The bursting, leaking or overflow of water tanks, pipes or other water apparatus, whether or not owned or controlled or on the premises of the Assured, shall not be deemed to be Flood.



**SECURITY DETAILS**

**ORDER HEREON** : 100% of 100%

**BASIS OF WRITTEN LINES** : Percentage of Whole.

**SIGNING PROVISIONS** : In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the insurers. However, in the event that the placement of the order is not completed, then all written lines will be signed in full.

**Attaching to Bulking Lineslip Number: B123021THB087**  
**Period: 01-Jan-2021 to 31-Dec-2021**  
**Property B3**

**SIGNED % AND WRITTEN %**

<b>100.00%</b>	<b>DEDUCTIBLE BUY BACK (WINDSTORM, FLOOD, EARTHQUAKE, WIND AND HAIL)</b>
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100.00%	SYND 1225	AES	21N21827AAOP	
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All as per FDO signing number and date: To be advised by XIS

**SEVERAL LIABILITY NOTICE**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

08/94  
LSW1001 (Insurance)

## SECURITY DETAILS

### REFERENCES

UMR (Unique Market Reference): B1230AP10951A21

Date contract printed to PDF: 12:34 06 January 2021

## SIGNED UNDERWRITERS

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### AEGIS London

DBB Contract (Wind/Hail/NWS/Flood/Quake)

**Master Reference:** B123021THB087

James May

**Written Line** 100.00%

**Signed Line** 100.00%

**Bound** 12:17 06 January 2021

**For and on behalf of:**

Lloyd's Underwriter Syndicate No. 1225 AES,  
London, England

**Written Line**

100.00%

**Signed Line**

100.00%

**Bound as Slip Leader, Lloyd's Leader**

**Participant Role:** Facility Leader

*Lloyd's Stamp:* 1225

*LORS Code:* L1225

*Reference:* 21N21827AA0P

*Description:*

*Risk Code(s):* DC

## SETTLEMENT INFORMATION

### Allocation of Premium to Coding

DC at 100.00%

### Allocation of Premium to Year of Account

2021

### Terms of Settlement

Settlement Due Date: 06 March 2021

Instalment Premium Period of Credit: 0 day(s)

Adjustment Premium Period of Credit: 0 day(s)

Lloyd's Underwriter Syndicate No. 1225 AES, London, England

**Bureau Leader and Lloyd's Leader**

James May

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