

TO ARROWHEAD PRODUCER:

Policy #'s:

AHAR13268-00	QBE Specialty Insurance Company
3DA3CM0001405-00	Princeton Excess & Surplus Lines Insurance Company
TSAHPR0000524-01	Transverse Specialty Insurance Company
2-ARM-05-S0110437-00	Accredited Specialty Insurance Company

Attached please find a copy of the policy issued to:

CRYSTAL BAY CONDOMINIUM ASSOCIATION, INC.

Please be advised that Arrowhead Insurance Risk Managers, LLC has binding and policy issuance authority on behalf of the above referenced company(ies). This policy replaces the binder, and it is the broker's responsibility to review for accuracy. The broker has no binding authority on behalf of Arrowhead or these companies.

By copy of this letter Arrowhead Insurance Risk Managers, LLC is authorizing you to deliver this policy to the named insured or their authorized representative.

Please be advised that we do not review Certificates of Insurance or Evidences of Commercial Property Insurance issued by you, or by any party, relating to this policy of insurance either for content or accuracy. Accordingly, we request that you do not provide copies of certificates or evidences to us for review or for our records. Authority is granted to you for the limited purpose of issuing unmodified ACORD Certificates (ACORD 25-S for Casualty and ACORD 24 for Property and Inland Marine) and unmodified Evidence of Commercial Property Insurance (ACORD 27 and 28) only. It is your responsibility to see that any Certificate or Evidence provides an accurate representation of the coverage form and endorsements applicable to this policy at the time the Certificates or Evidences is issued. Any modification of the approved ACORD forms specifically set forth above, or the issuance of a non-approved Certificates of Insurance ACORD or other is prohibited. Certificates of Insurance or Evidence of Commercial Property Insurance may only be issued as a matter of information. You have no authority by virtue of a Certificate, Evidence, or otherwise, to amend, extend or otherwise alter coverage afforded under this policy. Certificates of Insurance or Evidences of Commercial Property Insurance are never recognized as endorsements or policy change requests. You must submit a separate written request if an endorsement or policy change (including but not limited to adding additional insureds, loss payees and mortgagees and/or alteration of notice requirements for cancellation) is requested. In the event a policy change is requested, the underwriter will advise if the request is acceptable to the Company(ies).

Surplus Lines Information:

Surplus Lines License Holder Name (Agency or Individual): Jeff Aumick

Surplus Lines License Holder Address, City, State, Zip:
477 South Rosemary Avenue, Suite 215, West Palm Beach, FL 33401

Surplus Lines License Number: A009843

Surplus Lines License Holder Statecode: FL

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

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

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

NOTIFICATION OF CLAIMS:

This notification of claims is hereby made part of this policy for all of the following:

AHAR13268-00	QBE Specialty Insurance Company
3DA3CM0001405-00	Princeton Excess & Surplus Lines Insurance Company
TSAHPR0000524-01	Transverse Specialty Insurance Company
2-ARM-05-S0110437-00	Accredited Specialty Insurance Company

Claims should be reported to:

AMERICAN CLAIMS MANAGEMENT

CLAIMS REPORTING

Claims Department Mailing Address:

PO Box 9060

Carlsbad, CA 92018-9060

Toll Free:

888-799-2919

General Fax:

619-744-5094

ACM Website:

www.ACMclaims.com

Reporting a Claim by Email:

NewLosses@ACMclaims.com

Each Company reserves the right to elect to use its own adjusters or consultants at its own expense.

FLORIDA SURPLUS LINES NOTICE (GUARANTY ACT)

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

LMA9037

01 September 2013

FLORIDA SURPLUS LINES NOTICE (RATES AND FORMS)

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

LMA9038

01 September 2013

**Commercial Property Policy
DECLARATIONS**

Account No.	1134162	Renewal of Number:	New Business
		Policy Issue Date:	July 21 2022
		Producer No.:	720167
		Customer No:	1134162
Item 1.	Named Insured and Mailing Address: CRYSTAL BAY CONDOMINIUM ASSOCIATION, INC. 24701 US HIGHWAY 19 N SUITE 102, CLEARWATER, FL 33763	Program Administrators Name and Mailing Address: Arrowhead Insurance Risk Managers, LLC 925 Northpoint Parkway, Ste 440B Alpharetta, GA 30005 License #174269	Licensed Surplus Lines Producer: Jeff Aumick 477 South Rosemary Avenue, Suite 215, West Palm Beach, FL 33401 A009843
	Named Insured is: <input type="checkbox"/> Individual, <input type="checkbox"/> Partnership, <input type="checkbox"/> Corporation, <input type="checkbox"/> Joint Venture, <input checked="" type="checkbox"/> Other Business of the Named Insured is: Condominium		
Item 2.	Policy Period: FROM <u>04/03/2022</u> TO <u>04/03/2023</u> 12:01 AM; Standard time at your mailing address shown above		
Item 3.	Premium: \$80,000 Terrorism Premium \$ Declined Catastrophe Analysis Fee: \$200 Inspection Fee: \$ 0		
Item 4.	Minimum Earned Premium \$ 20,200		
Item 5.	Limits of Insurance:	See ARROWPARTICDEC 0916	
Item 6.	Perils:	All Risks of direct physical loss or damage, excluding Flood, Storm Surge, Earthquake, Earth Movement and Equipment Breakdown.	
Item 7.	Coinsurance:	Property: NIL	
Item 8.	Coverage:	Real Property, Business Personal Property	
Item 9.	Valuation:	Property Damage - RC	
Item 10.	Forms and Endorsements: As attached		
Item 11.	Deductible(s):	As attached	

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, INSURANCE IS PROVIDED TO THE ABOVE NAMED INSURED BY THE COMPANY(IES) LISTED ON THE ATTACHED PARTICIPATION PAGE.

THESE DECLARATIONS, TOGETHER WITH THE ATTACHED FORMS AND ENDORSEMENTS, AND ANY FORMS AND ENDORSEMENTS THAT MAY LATER BE ATTACHED TO REFLECT CHANGES, MAKE UP AND COMPLETE THE ABOVE NUMBERED POLICY.

SCHEDULE OF INFORMATION REQUIRED TO COMPLETE CERTAIN POLICY FORMS HEREIN

Form ARM0743 - PROTECTIVE SAFEGUARDS:

Premises Number	Building Number	Protective Safeguards Symbols Applicable
All	All	p-1
Describe Any "P-9":		

Participation Endorsement

In consideration of the premium charged, the subscribers hereto, hereinafter referred to as the Underwriter(s) and/or Company(ies), do severally, but not jointly, agree to indemnify the Insured for the amount recoverable in accordance with the terms and conditions of the Policy.

Provided that:

1. The collective liability of Insurers shall not exceed the Limit of Liability or any appropriate Sublimit of Liability or any Annual Aggregate limit.
2. The liability of each of the Insurers shall not exceed the Participation Limit set against its name with the exception of loss adjustment expense which cost shall be 100% assumed by the Insurers on each applicable layer of insurance.

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.

Nothing herein shall be held to vary, alter, waive or change any of the terms, limits or conditions of the policy except as herein above set forth.

Insurer	Policy #	Participation (excess of deductibles per primary layer)	TRIA Coverage
QBE Specialty Insurance Company	AHAR13268-00	\$2,650,046 Part of \$15,900,277 excess of \$20,000,000	Declined
Princeton Excess & Surplus Lines Insurance Company	3DA3CM0001405-00	\$7,950,139 Part of \$15,900,277 excess of \$20,000,000	Declined
Transverse Specialty Insurance Company	TSAHPR0000524-01	\$2,650,046 Part of \$15,900,277 excess of \$20,000,000	Declined
Accredited Specialty Insurance Company	2-ARM-05-S0110437-00	\$2,650,046 Part of \$15,900,277 excess of \$20,000,000	Declined

Excess Following Form Policy

A. INDEMNITY AGREEMENT

The insurance provided by this Policy is subject to the same terms, definitions, endorsements, conditions and exclusions (except as regards premiums, limits of liability, conditions, exclusions, endorsements and any other provisions of this Policy) as the policy issued by the Primary insurer Curotech Specialty Inc., policy number 2CSIFL05S0101078-00, (hereinafter referred to as the "Primary Policy").

The **Company** agrees to indemnify the Insured for direct physical loss or damage from any **Occurrences** in excess of an amount not less than the total sum of insurance afforded under the Primary Policy and other **Underlying Insurance**. It is a condition of this Policy that coverage provided under this Policy shall apply only after all **Underlying Insurance** has been exhausted.

B. EXCESS LIMIT OF LIABILITY AND PARTICIPATION

1. The maximum amount this **Company** shall be liable for, from each and every **Occurrence**, regardless of the number and kinds of risks involved, shall be For \$15,900,277 being 100.00% part of \$15,900,277 excess of \$20,000,000.

2. This Policy does not provide coverage for Flood or Earthquake unless limits are shown below, and then only for its stated proportion of such limits.

a.

Excluded Per **Occurrence** and in the aggregate any one policy year resulting from the peril of Flood;

b.

Excluded Per **Occurrence** and in the aggregate in any one policy year resulting from the peril of Earthquake.

The aggregate liability of this **Company** for direct physical loss or damage arising out of all **Occurrences** from Flood or Earthquake in any one policy year, commencing with the inception date of this Policy, shall not exceed the applicable limit of liability pertaining to Flood or Earthquake as shown above.

C. EXCLUSION OF SUBLIMITED COVERAGES

Unless specifically shown on or endorsed to this Policy, coverage is excluded by this Policy for any perils, coverages, or locations for which the **Underlying Insurance** imposes a Sublimit.

D. COVERAGE PROVIDED BY THIS POLICY

All Risk of Direct Physical Loss or Damage as provided by the Primary Policy, specified herein, and not limited or excluded elsewhere.

The annual premium is based on \$35,900,278 Total Insured Values.

The premium for this Policy is based upon the statement of values on file with the **Company** or attached to this Policy.

E. PRIMARY/UNDERLYING INSURANCE

1. It is a condition of this Policy that all **Underlying Insurance**, with total combined limits of liability in an amount not less than as specified below for each and every loss **Occurrence**, is in full force and effect at the inception, and during the term of this Policy. If the **Underlying Insurance** is not maintained in effect by the Insured, or if there is any change in the scope of coverage of said **Underlying Insurance**, the indemnity provided by this Policy shall then apply in the same manner as though the **Underlying Insurance** had been so maintained and unchanged.

2. Schedule of Underlying Insurance

a. Primary Policy(s)

Company: Curotech Specialty Inc.

Policy No.: 2CSIFL05S0101078-00

Policy Term: From 4/3/2022 To 4/3/2023

Limits of Liability \$5,000,000 Per **Occurrence** excess over and above deductible and/or self-insured retention amount(s) borne by the Insured (hereafter called applicable deductible[s]) as per copy of the Primary Policy(s) on file with this **Company**.

b. Total Sum of Underlying Insurance Limit(s)

\$20,000,000 Per **Occurrence** plus applicable deductible(s) as per copy of the Primary

Policy on file with this **Company**. In no event shall the indemnity provided by this Policy attach at an amount less than this Total Sum.

F. PRIORITY OF PAYMENTS

The amount of covered loss from any one **Occurrence** for which this Policy applies shall be determined by the combined direct physical loss, damage and/or expense payable under the **Underlying Insurance**. No liability shall attach under this Policy until and only after all underlying insurers have paid or agreed to pay for the full amount of the **Underlying Insurance** limits, plus any deductible(s) which might be borne by the Insured through operation of any deductible clause in the **Underlying Insurance** and after making deductions for all salvages, recoveries, subrogation, and other valid and collectible insurance or recoveries from any source.

Upon exhaustion of the limits of liability of all **Underlying Insurance**, this Policy shall apply to the amount of loss in excess of those limits, but only as respects property and coverages insured under this Policy.

For the purpose of attachment of coverage, sublimited perils, coverages, or locations excluded by this Policy but covered by the **Underlying Insurance**, shall be recognized by this Policy as eroding or exhausting the limit of liability of the **Underlying Insurance** but only to the extent of such Sublimits. However, nothing contained herein shall be deemed to extend the coverage provided by this Policy to include loss, damage, or expense from such sublimited perils, coverages, or locations.

G. DEFINITIONS

For the purposes of this Policy, the following words and terms are defined and limited as follows:

1. **Company** means the issuing insurance company listed in the Policy Declarations.
2. **Occurrence** shall mean any one loss or damage, or series of losses or damages arising out of one event, cause, or incident. All such loss, damage or expense will be treated as one **Occurrence** irrespective of the period of time, area, or number of locations involved in or affected by such loss, damage, or expense. However, the **Company** shall not be liable for any loss or damage:
 - a. occurring before this Policy becomes effective; or
 - b. arising from an **Occurrence** which is in progress at the time this Policy becomes effective, even if such loss or damage occurs after this Policy becomes effective; or
 - c. occurring after the expiration of this Policy, except loss or damage arising from an **Occurrence** in progress at the time this Policy expires;
3. **Pollutant** shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, bacteria, fungi, mycotoxins, scents or by-products released by or produced by fungi, virus, mold, spores, vaccines and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
4. **Underlying Insurance** consists of the Primary Policy and any other policy(ies) that affords coverage to the Insured for covered property and is written for limits for which this Policy is excess, as shown in **Section E PRIMARY/UNDERLYING INSURANCE** of this Policy. The Primary Policy and any other **Underlying Insurance** are the first policy(ies) of property insurance to respond to a claim in the event of loss or damage covered under this Policy.

H. EXCLUSIONS

Unless otherwise provided for, this Policy excludes loss or damage directly or indirectly caused by or resulting from any of the following regardless of the cause of the excluded event; or any other causes or events, whether or not covered under this Policy, which may have contributed concurrently or in any sequence with the excluded event to produce the loss; or whether the event occurred suddenly or gradually, involved isolated or widespread damage, arose from natural or external forces, or occurred as a result of any combination of any of the following:

1. Earthquake, volcanic eruption, mine subsidence, landslide, mudslide or any other earth movement unless loss by fire or explosion ensues; and then this **Company** shall be liable for only such ensuing loss.
2. Flood, surface water, waves, storm surge, tsunami, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing, including resulting damage from water borne debris from any of the foregoing, all whether driven by wind or not; water which backs up through sewers or drains; water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or other openings in such sidewalks, driveways, foundations, walls or floors, unless loss by fire or explosion ensues and then this **Company** shall be liable for only such ensuing loss.
3. Actual, alleged, or threatened release, discharge, dispersal or escape of toxic or hazardous substances, contaminants or **Pollutants**, at any time regardless of whether sudden or accidental, all whether direct or indirect, proximate or remote, or in whole or in part caused by, contributed to or aggravated by any physical damage insured by this Policy.
4. Asbestos, dioxin, or polychlorinated biphenols including:
 - a. Removal, encapsulation, covering, or any manner of control or abatement from any goods, products, or structure;
 - b. Demolition or increased cost of reconstruction, repair or debris removal necessitated by the enforcement of any law or ordinance regulating asbestos, dioxins or polychlorinated biphenols;
 - c. Any governmental direction or request declaring that asbestos present in or part of or utilized on any undamaged portion of the Insured's property can no longer be used for which it was intended or installed and must be removed or modified.
 - d. The presence of asbestos in any building or structure as defined in this Policy.
5. Costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any government agency, court or other authority arising from any cause whatsoever.
6. The presence, growth, proliferation, spread or any activity of fungus, wet or dry rot or bacteria.

I. GENERAL CONDITIONS

1. **Maintenance of Primary Coverage:** It is a condition of this Policy that all **Underlying Insurance** shall be maintained in full force and effect during the term of this Policy, except for the reduction of aggregate limits in accordance with the provisions of the **Underlying Insurance**. Such exhaustion is not a failure to maintain. The **Primary Policy** may, without prejudice to this insurance, be replaced or renewed by another policy or other policies issued by the same or other insurers, but such replacement or renewal policies shall be written under the same terms and conditions of the originally issued primary coverage. The Insured agrees to advise the **Company** of any replacement or renewal carriers.
2. **Reports Clause:** The Insured agrees to maintain an accurate record of all property at risk. The record shall be open to inspection by duly authorized representatives of this **Company** at all reasonable times during business hours.
3. **Permission for Excess Insurance:** The Insured is given permission to purchase insurance in excess of the limits provided under this Policy.
4. **Permission for Underlying Insurance:** The Insured is given permission to purchase **Underlying Insurance** and this Policy shall be excess of and not contribute in any way with such **Underlying Insurance**. This Policy shall attach only after all **Underlying Insurance** has been exhausted and then shall cover only such loss by a peril insured against on property covered by this Policy.
5. **Substitution of Terms And Conditions:** Regardless of whether this Policy is attached to another policy, the terms and conditions of this Policy and endorsements attached thereto shall determine the coverage afforded by this Policy.

6. Error And Omissions: This insurance shall not be prejudiced by any unintentional delay, inadvertent omission or error by the Insured in making representations, provided proper notice be given to the **Company** as soon as such delay, omission or error becomes known to the Insured's corporate insurance department and deficiency of premium, if any, is paid.

7. Other Insurance

The **Company** shall not be liable for loss under this Policy, if at the time of loss, there is any other insurance which would attach if this Policy had not been in force, except that, should such insurance exist, this Policy shall apply only as excess and in no event as contributing insurance, and only after all other such insurance has been exhausted.

8. Loss Payable

Loss, if any, shall be payable to the first Named Insured, or their order, whose receipt shall constitute a release in full of all liability under this Policy with respect to such loss.

9. No Broader Terms

In no event shall this Policy grant broader coverage than what is provided by any of the **Underlying Insurance** policies.

10. Uncollectibility of Underlying Insurance

In the event of the bankruptcy, insolvency, or any other financial impairment of any underlying insurer, this **Company** shall not be liable for the obligations of the underlying insurer. This insurance shall apply as if all **Underlying Insurance** were in full effect and recoverable. This insurance shall not replace such **Underlying Insurance**. The risk of uncollectibility (in whole or in part) of any other insurance, whether because of any financial impairment or insolvency of any underlying or other insurer or for any other reason is expressly retained by the Insured and is not in any way or under any circumstances covered or assumed by this **Company**.

11. Notification of Claims

Upon knowledge of any **Occurrence** likely to give rise to a claim hereunder, the Insured shall give immediate written notice thereof to the **Company**. Immediate written notice must also be made to the **Company** when a claim from an **Occurrence** is likely to exceed fifty (50%) percent of the total limits, before any potential recovery, provided by the **Underlying Insurance**.

12. Cancellation

The Policy may be canceled by the first Named Insured by surrender thereof to the **Company** or any of its representatives or by mailing written notice to the **Company** stating when such cancellation shall take effect. Return premium will then be calculated based on the customary short rate table and procedure (and subject to any minimum retained and/or earned premium requirements that accompany the policy).
If the **Company** cancels this Policy for reasons other than non-payment of premium, the **Company** shall mail written notice to the address of the first Named Insured stating when, not less than thirty (30) days thereafter, such cancellation shall take effect. Return premium will then be calculated on a pro-rata basis that is effective the date of cancellation (and subject to any minimum retained and/or earned premium requirements that accompany the policy).
If the **Company** cancels this Policy due to non-payment of premium, the **Company** shall mail written notice to the address of the first Named Insured stating when, not less than ten (10) days thereafter, such cancellation shall take effect. Return premium will then be calculated on a pro-rata basis that is effective the date of cancellation (and subject to any minimum retained and/or earned premium requirements that accompany the policy).

13. Concealment and Fraud

This Policy is void in any case of fraud by any Insured as it relates to this insurance at any time. It is also void if any Insured, at any time, intentionally conceals or misrepresents a material fact or circumstance concerning this insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF POLICY FORMS AND ENDORSEMENTS

This endorsement modifies insurance provided under the following:

**ALL RISK
COMMERCIAL EXCESS PROPERTY POLICY**

The following is a schedule of Forms and Endorsements issued with the policy at inception:

- ARROW CP DEC 01 09 16 - COMMERCIAL PROPERTY POLICY DECLARATIONS
- ARROWPARTIC DEC 0916 - PROPERTY DECLARATIONS - PARTICIPATING
- ARROW PARTICIPENDT 0916 - PARTICIPATION ENDORSEMENT
- CP812411 13 - FOLLOWING FORM
- ARM0400 - SCHEDULE OF POLICY FORMS AND ENDORSEMENTS
- ARM0630A - ASBESTOS EXCLUSION
- ARM0631A - POLLUTION EXCLUSION
- ARM0632 - MICROORGANISM EXCLUSION
- ARM0633B - ELECTRONIC DATA AND COMPUTER SYSTEMS EXCLUSION
- ARM0634 - NUCLEAR, BIOLOGICAL, CHEMICAL AND RADIOLOGICAL HAZARDS EXCLUSION
- ARM0635 - WAR AND MILITARY ACTION EXCLUSION
- ARM0636 - TERRITORY COVERAGE LIMITATION
- ARM0637 - EXCLUSION OF CERTIFIED ACTS OF TERRORISM
- ARM0639 - SPECIFIC JURISDICTIONS
- ARM0701A - EARTHQUAKE OR EARTH MOVEMENT SPRINKLER LEAKAGE EXCLUSION
- ARM0701B - EARTHQUAKE AND EARTH MOVEMENT EXCLUSION
- ARM0702 - BOILER AND MACHINERY EXCLUSION
- ARM0702a - JOINT LOSS AGREEMENT
- ARM0705 - OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT
- ARM0706 - PRE-EXISTING DAMAGE EXCLUSION
- ARM0707 - HURRICANE MINIMUM EARNED PREMIUM ENDORSEMENT
- ARM0713 - EIFS/DRYVIT EXCLUSION
- ARM0720 - FLOOD EXCLUSION
- ARM0722 - FLOODING CAUSED BY THE PERIL OF NAMED STORM
- ARM0724 - SUBLIMIT ENDORSEMENT
- ARM0725 - EROSION OF UNDERLYING POLICY
- ARM0726 - NO ADDITIONS WITHOUT PRIOR APPROVAL
- ARM0731 - RIGHT TO ENGAGE ITS OWN ADJUSTERS
- ARM0743 - PROTECTIVE SAFEGUARDS
- ARM0760 - COURSE OF CONSTRUCTION EXCLUSION
- ARM0761 - COMMUNICABLE DISEASE EXCLUSION
- ARM0771 - FLORIDA CHANGES CANCELLATION AND NONRENEWAL
- ARM0999 - ENDORSEMENT
- ARM QBE Amendatory - QBE AMENDATORY ENDORSEMENT
- ARM Transverse Amendatory - TRANSVERSE AMENDATORY ENDORSEMENT
- ARM PESLIC Amendatory - ARM PESLIC AMENDATORY ENDORSEMENT

POLICY NUMBER: PER DECLARATIONS

**ALL RISK
COMMERCIAL PROPERTY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

Notwithstanding any provision to the contrary within the Policy of which the Endorsement forms part (or within any other Endorsement which forms part of this policy).

This policy does not insure against any loss or increase in loss caused by or resulting from:

- (1) Asbestos, dioxin, or polychlorinated biphenols removal, encapsulation, covering, or any manner of control or abatement from any goods, products, or structure;
- (2) Demolition, increased cost of construction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos, dioxins, or polychlorinated biphenols;
- (3) Any governmental direction or request declaring that asbestos material present in or part of or utilized on any undamaged portion of the insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified; or
- (4) The presence of asbestos in any building or structure as defined in the policy form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure:

- (a) any loss, damage, cost or expense, or
- (b) any increase in insured loss, damage, cost or expense, or
- (c) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term "any kind of seepage or any kind of pollution and/or contamination" as used in this Endorsement includes (but is not limited to):

- (a) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a "hazardous substance" by the United States Environmental Protection Agency or as a "hazardous material" by the United States Department of Transportation, or defined as a "toxic substance" by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- (b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

**24/11/88
NMA2340 Amended**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICROORGANISM EXCLUSION

Notwithstanding any provision to the contrary within the Policy of which the Endorsement forms part (or within any other Endorsement which forms part of this policy).

This Policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

mold, mildew, fungus, spores, virus, bacterium, or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRONIC DATA AND COMPUTER SYSTEMS EXCLUSION

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- (a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- (b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils
Fire
Explosion

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

25/01/01
NMA2915

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR, BIOLOGICAL, CHEMICAL AND RADIOLOGICAL HAZARDS EXCLUSION

Notwithstanding any provision to the contrary within the Policy of which the Endorsement forms part (or within any other Endorsement which forms part of this policy).

- I. This Policy does not insure any loss, damage, cost or expense, whether real or alleged, that is caused, results from, is exacerbated by or otherwise impacted by, either directly or indirectly, any of the following:
 - 1) **Nuclear Hazard** – including, but not limited to, nuclear reaction, nuclear detonation, nuclear radiation, radioactive contamination and all agents, materials, products or substances, whether engineered or naturally occurring, involved therein or released thereby;
 - 2) **Biological Hazard** – including, but not limited to, any biological and/or poisonous or pathogenic agent, material, product or substance, whether engineered or naturally occurring, that induces or is capable of inducing physical distress, illness, or disease;
 - 3) **Chemical Hazard** – including, but not limited to, any chemical agent, material, product or substance;
 - 4) **Radioactive Hazard** – including, but not limited to, any electromagnetic, optical, or ionizing radiation or energy, including all generators and emitters thereof, whether engineered or naturally occurring.
- II. The provisions of subparagraphs **I. 2)** and **I. 3)** will not apply where the agent, material, product or substance at issue is utilized in the course of business by an insured.
- III. Only if and to the extent required by state law, the following exception to the exclusion in paragraph **I.** applies:

If a hazard excluded under paragraph **I.** results in fire, we will pay for the loss, damage, cost or expense caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. This coverage does not apply to insurance provided under Business Income, Rental Value or Extra Expense coverage forms or endorsements that apply to those coverage forms.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR AND MILITARY ACTION EXCLUSION

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- a. War, including undeclared or civil war;
- b. 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;
- c. Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
- d. Insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating or defending against any such **Occurrence**, seizure or destruction under quarantine or customs regulation, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRITORY COVERAGE LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

It is agreed that the Coverage Territory under this Policy is limited to the United States (excluding its territories and possessions).

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

SCHEDULE*

The exception relating to certain fire losses applies to property located in the following state(s), if covered by this insurance:

State(s):

*Information required to complete the Schedule, if not shown above, will be shown in the Declarations.

A. Exclusion of Certified Acts of Terrorism

The companies will not pay for loss or damage caused directly or indirectly by a “certified act of terrorism”, including action in hindering or defending against an actual or expected “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.

B. Exception Relating to Fire Losses Applicable to Property Located in Certain States

If the “certified act of terrorism” results in fire, we will pay for the direct physical loss or damage to Covered Property caused by that fire. This exception does not apply to any other loss or damage including but not limited to business income, extra expense, any additional coverage and any coverage extension.

C. Definition

“Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act (“TRIA”), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. 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.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers’ compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.

D. Application of Other Exclusions

The terms and limitations of a terrorism exclusion or any other exclusion, or the inapplicability or omission of a terrorism exclusion or any other exclusion, do not serve to create coverage which would otherwise be excluded, limited or restricted under this policy.

E. Cap on Losses From Certified Acts of Terrorism

If aggregate insured losses attributable to one or more "certified acts of terrorism" exceed \$100 billion in a calendar year (January 1 through December 31) and the companies have met their insurer deductible under the Terrorism Risk Insurance Act, they 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 Treasury.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIC JURISDICTIONS

This endorsement modifies insurance provided under the following:

**ALL RISK COVERAGE FORM
COMMERCIAL PROPERTY INSURANCE FORM**

This policy is amended as follows:

If the provisions of this Policy conflict with the laws of any jurisdictions within the United States in which this Policy applies, and if certain provisions are required by law to be stated in this Policy, this Policy will read so as to eliminate such conflict or deemed to include such provisions for Insured Locations within such jurisdictions.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTHQUAKE OR EARTH MOVEMENT SPRINKLER LEAKAGE EXCLUSION

Notwithstanding any provision to the contrary within the Policy of which the Endorsement forms part (or within any other Endorsement which forms part of this policy), this policy is amended as follows:

This Policy does not cover loss or damage to covered property caused directly or indirectly by the peril of Earthquake or Earth Movement resulting in sprinkler leakage from fire protective equipment if such sprinkler leakage is caused directly by Earthquake or Earth Movement. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

Definition: The term Earthquake and Earth Movement shall mean:

- a. Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;
- b. Landslide, including any earth sinking, rising or shifting related to such event;
- c. Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased
- d. Earth sinking, rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.
- e. Shocks, tremors, mudslide, mud flow, rock falls, volcanic eruption, sinkhole collapse, subsidence or any other Earth Movement.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTHQUAKE AND EARTH MOVEMENT EXCLUSION

Notwithstanding any provision to the contrary within the Policy of which the Endorsement forms part (or within any other Endorsement which forms part of this policy), this policy is amended as follows:

This Policy does not cover loss or damage to covered property caused directly or indirectly by the peril of Earthquake and Earth Movement. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

Definition: The term Earthquake and Earth Movement shall mean:

- a. Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;
- b. Landslide, including any earth sinking, rising or shifting related to such event;
- c. Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased
- d. Earth sinking, rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.
- e. Shocks, tremors, mudslide, mud flow, rock falls, volcanic eruption, sinkhole collapse, subsidence or any other Earth Movement.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

POLICY NUMBER:

ALL RISK
EXCESS PROPERTY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BOILER AND MACHINERY EXCLUSION

Notwithstanding any provision to the contrary within the Policy of which the Endorsement forms part (or within any other Endorsement which forms part of this policy), this policy is amended as follows:

This Policy excludes loss or damage directly or indirectly caused by or resulting from any of the following:

- A. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- B. Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.
- C. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:
 - 1. Electrical or electronic wire, device, appliance, system or network; or
 - 2. Device, appliance, system or network utilizing cellular or satellite technology.For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:
 - (a) Electrical current, including arcing;
 - (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
 - (c) Pulse of electromagnetic energy; or
 - (d) Electromagnetic waves or microwaves.But if fire results, we will pay for the loss or damage caused by that fire.

All other terms and conditions of this Policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

POLICY NUMBER:

ALL RISK
EXCESS PROPERTY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

JOINT LOSS AGREEMENT

Notwithstanding any provision to the contrary within the Policy of which the Endorsement forms part (or within any other Endorsement which forms part of this policy), this policy is amended as follows:

- A.** This endorsement is intended to facilitate payment of insurance proceeds when:
1. Both a boiler and machinery policy and this commercial policy are in effect;
 2. Damage occurs to Covered Property that is insured by the boiler and machinery policy and this commercial property policy; and
 3. There is a disagreement between the insurers as to whether there is coverage or as to the amount of the loss to be paid, if any, by each insurer under its own policies.
- B.** This endorsement does not apply if:
1. Both the boiler and machinery insurer(s) and the **Company** do not admit to any liability; and
 2. Neither the boiler and machinery insurer(s) nor the **Company** contend that coverage applies under the other insurer's policy.
- C.** The provisions of this endorsement apply only if all of the following requirements are met:
1. The boiler and machinery policy carried by the named insured, insuring the Covered Property, contains a similar provision at the time of the loss or damage, with substantially the same requirements, procedures and conditions as contained in this endorsement;
 2. The damage to the Covered Property was caused by a loss which:
 - a. Both the boiler and machinery insurer(s) and the **Company** admit to some liability for payment under the respective policies; or
 - b. Either:
 - (1) The boiler and machinery insurer(s) does not admit to any liability for payment, while the **Company** contends that:
 - (a) All liability exists under the boiler and machinery policy; or
 - (b) Some liability exists under both the boiler and machinery policy and this commercial property policy;
 - (2) The **Company** does not admit to any liability for payment, while the boiler and machinery insurer(s) contends that:
 - (a) All liability exists under this commercial property policy; or
 - (b) Some liability exists under both the boiler and machinery policy and this commercial property policy; or
 - (3) Both the boiler and machinery insurer(s) and the **Company**:
 - (a) Do not admit to any liability for payment; and
 - (b) Contend that some or all liability exists under the other insurer's policy; and
 3. The total amount of the loss is agreed to by the Insured, the boiler and machinery insurer(s) and the **Company**.
- D.** If the requirements listed in Paragraph **C.** above are satisfied, the **Company** and the boiler and machinery insurer(s) will make payments to the extent, and in the manner as follows:
1. The **Company** will pay, after the Insured's written request, the entire amount of loss that the **Company** has agreed as being covered, if any, by this commercial property policy and one-half (1/2) the amount of loss that is in disagreement.

2. The boiler and machinery insurer(s) will pay, after the Insured's written request, the entire amount of loss that they have agreed as being covered, if any, by the boiler and machinery policy and one-half (1/2) the amount of loss that is in disagreement.
3. Payments by the insurers of the amounts that are in disagreement, as described in Paragraphs 1. and 2., do not alter, waive or surrender any rights of any insurer against any other with regard to the portion of the loss for which each insurer is liable.
4. The amount in disagreement to be paid by the **Company** under this endorsement shall not exceed the amount payable under the equivalent Loss Agreement(s) of the boiler and machinery policy.
5. The amount to be paid under this endorsement shall not exceed the amount the **Company** would have paid had no boiler and machinery policy been in effect at the time of the loss. In no event will the **Company** pay more than the applicable Limit of Insurance shown in the Declarations.
6. Acceptance by the Insured of sums paid under this endorsement does not alter, waive or surrender any rights against the **Company**.

E. Arbitration

1. If the circumstances described in Paragraph **C.2.a.** exist and the boiler and machinery insurer(s) and the **Company** agree to submit our differences to arbitration, the boiler and machinery insurer(s) and the **Company** will determine the amount each will pay and will pay the Insured within 90 days. Arbitration will then take place within 90 days after payment of the loss under the terms of this endorsement.
2. If any of the circumstances described in Paragraph **C.2.b.** exist, then the boiler and machinery insurer(s) and the **Company** agree to submit our differences to arbitration within 90 days after payment of the loss under the terms of this endorsement.
3. The Insured agrees to cooperate with any arbitration procedures. There will be three arbitrators: one will be appointed by the **Company** and another by the boiler and machinery insurer(s). The two arbitrators will select a third arbitrator. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. A decision agreed to by two of the three arbitrators will be binding on both parties. Judgment on any award can be entered in any court that has jurisdiction.

F. Final Settlement Between Insurers

The insurer(s) found responsible for the greater percentage of the ultimate loss must return the excess contribution to the other insurer(s). In addition, the insurer(s) found responsible for the greater portion of the loss must pay Liquidated Damages to the other insurer(s) on the amount of the excess contribution of the other insurer(s). Liquidated Damages are defined as interest from the date the Insured invokes this Agreement to the date the insurer(s) that contributed the excess amount is reimbursed. The interest is calculated at 1.5 times the highest prime rate from the Money Rates column of the Wall Street Journal during the period of the Liquidated Damages. Arbitration expenses are not part of the excess contribution for which liquidated damages are calculated. Arbitration expenses will be apportioned between insurers on the same basis that the ultimate loss is apportioned.

All other terms and conditions of this Policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT

Notwithstanding any provision to the contrary within the Policy of which the Endorsement forms part (or within any other Endorsement which forms part of this policy), this policy is amended as follows:

It is understood and agreed that the following Special Terms and Conditions shall apply to this Policy:

1. The Limit of Insurance shown on the Declarations Page of this Policy, or endorsed onto this Policy, is the Total Limit of the Company's Liability applicable to each **occurrence from perils insured in this Policy**. Notwithstanding any other Terms and Conditions of this Policy, in no event shall the Liability of the Company exceed the Limit of Insurance shown on the Declarations Page, irrespective of the number of locations involved.

The term "**occurrence**" shall mean any one loss, disaster or casualty or series of losses, disasters or casualties, arising out of one event. When the term "**occurrence**" applies to a loss or a series of losses from the perils of tornado, cyclone, hurricane, windstorm, hail, flood, earthquake or fire ensuing therefrom, volcanic eruption, riot, riot attending a strike, civil commotion, or vandalism and malicious mischief, one event shall be construed to include all losses arising during a continuous period of 72 hours.

The period of time for a **Named Storm** shall begin when the NHS or CPHC issues a watch or warning and ends 72 hours after the termination of the watch or warning

2. The premium for this Policy is based upon the Statement of Values on file with the Company, or attached to this Policy. In the event of a loss hereunder, the Liability of the Company, subject to the Terms of Paragraph 1. above, shall be limited to the lesser of the following:

- a. The actual adjusted amount of the loss, less applicable deductible(s); or
- b. 100% of the individually stated value for each scheduled item of property insured as shown on the latest Statement of Values on file with the Company, or attached to this Policy, less applicable deduction(s); or
- c. The Limit of Insurance shown on the Declarations Page of this Policy or endorsed onto this Policy.

All other terms and conditions remain unchanged

Includes copyrighted material of Insurance Services Office, Inc., with its permission

POLICY NUMBER:

ALL RISK
EXCESS PROPERTY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Pre-Existing Damage Exclusion

Notwithstanding any provision to the contrary within the Policy of which the Endorsement forms part (or within any other Endorsement which forms part of this policy), this policy is amended as follows:

This policy excludes any loss or damage caused by, contributed by, or resulting from any pre-existing damage or loss to property insured under this policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HURRICANE MINIMUM EARNED PREMIUM ENDORSEMENT

Notwithstanding any provision to the contrary within the Policy of which the Endorsement forms part (or within any other Endorsement which forms part of this policy), this policy is amended as follows:

1. If you cancel this policy, remove a location or reduce the amount of insurance on a location that is within 100 miles of the Atlantic Ocean and/or the Gulf of Mexico and/or the Hawaii Islands, and coverage existed any time during the period of June 1st to November 30th the amount of premium we will return will be the Unearned Premium for the location. The Unearned Premium is the annual premium for the policy (or for the location removed or coverage reduced, as applicable) multiplied by the Unearned Factor noted below. The location premium is the 100% annual rate multiplied by the location value as scheduled in the most current Statement of Values on file with the Company.

1Year Policy

Days Policy In Force	Unearned Factor
1 - 180	20.00%
181 - 210	15.00%
211-240	10.00%
241-270	7.50%
271-300	5.00%
301-330	2.50%
331-365	0.00%

2. If a Location that is within 100 miles of the Atlantic Ocean and/or the Gulf of Mexico and/or the Hawaii Islands is added during the term of the policy and coverage exists at any time during the period of June 1st to November 30th, the rate will be calculated as 100% of the annual rate, less the Unearned Factor as calculated in No. 1 above based upon the number of days remaining in the policy term.
3. The provisions of this endorsement replace any short rate provisions stipulated in this policy for all locations that are within 100 miles of the Atlantic Ocean and/or the Gulf of Mexico and/or the Hawaii Islands and coverage existed any time during the period of June 1st to November 30th.
4. Nothing herein will act to provide coverage outside the automatic acquisition clause, if any, that is located elsewhere in the policy.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EIFS/Dryvit Exclusion

Notwithstanding any provision to the contrary within the Policy of which the Endorsement forms part (or within any other Endorsement which forms part of this policy), this policy is amended as follows:

This insurance does not apply to loss or damage caused by or resulting from a Water Damage or Windstorm or Hail loss if such loss or damage occurs to covered property with Exterior Insulation and Finish System (EIFS) and the loss or damage is increased in whole or in part by such EIFS.

Exterior Insulation and Finish Systems (EIFS) means a non-load bearing, exterior wall cladding system that consists of an insulation board attached either adhesively or mechanically, or both, to the substrate; an integrally reinforced base coat; and a textured protective finish coat.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: PER DECLARATIONS

ALL RISK
EXCESS PROPERTY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLOOD EXCLUSION

Notwithstanding any provision to the contrary within the Policy of which the Endorsement forms part (or within any other Endorsement which forms part of this policy), this policy is amended as follows:

The company will not pay for loss or damage caused directly or indirectly by Flood as defined in the policy form.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Flooding Caused by the Peril of Named Storm

Notwithstanding any provision to the contrary within the Policy of which the Endorsement forms part (or within any other Endorsement which forms part of this policy), this policy is amended as follows:

The peril of Flood is EXCLUDED, including but not limited to flooding caused by the peril of Named Storm.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUBLIMIT ENDORSEMENT

Notwithstanding any provision to the contrary within the Policy of which the Endorsement forms part (or within any other Endorsement which forms part of this policy), this policy is amended as follows:

The most that the Company will pay for all covered loss and damage in any one Occurrence is the per Occurrence Limit of Liability shown in the Declarations regardless of the number of Coverages, Insureds or Insured Locations. Liability for all loss or damage arising out of one occurrence should not exceed carrier(s) participation of the stated sublimits of liability shown below.

The SUB-LIMITS OF LIABILITY shown in the schedule below are all the 100% layer amounts for participating layer(s). If this policy participation is less than 100% of the layer(s), then the limits are the proportionate share by carrier(s) of the stated SUB-LIMIT stated below for the layer and sublimit covered.

The SUB-LIMITS OF LIABILITY shown in the Schedule below are included within, and are not in addition to, the Occurrence Limit. Sub-limits of Liability do not increase the Occurrence Limit, or any other Sub-Limit of Liability.

Where this policy is excess of underlying limits, the sublimits shown below are the only sublimits applicable to this coverage. Sublimited coverages within the underlying layers over which this layer is excess are not covered in this layer.

Unless otherwise stated in the Schedule below, all Sub-limits of Liability apply on a "Per Occurrence" basis, which is the most that the Company will pay for all covered loss and damage for the type of Coverage or peril to which the sub-limit applies in any one Occurrence, regardless of the number of Coverages, Insureds or Insured Locations.

If it is stated in the Schedule below that a Sub-Limit of Liability applies on an "Annual Aggregate" basis, then that sub-limit is the most the Company will pay in any one 12-month period for the type of Coverage or peril to which the sub-limit applies, regardless of the number of Occurrences, Coverages, Insureds, or Insured Locations. Sub-limits of liability that apply on an "Annual Aggregate" basis apply to all covered loss and damage under Property Damage and Time Element, combined.

SCHEDULE:

COVERAGE	Sublimit of Insurance
Ordinance or Law Coverage A	Included

All other terms and conditions remain unchanged

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Erosion of Underlying Policy

Notwithstanding any provision to the contrary within the Policy of which the Endorsement forms part (or within any other Endorsement which forms part of this policy), this policy is amended as follows:

Loss or damage to locations not covered under this policy shall not contribute to erosion of underlying policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

No Additions Without Prior Approval

Notwithstanding any provision to the contrary within the Policy of which the Endorsement forms part (or within any other Endorsement which forms part of this policy), this policy is amended as follows:

No additions are permitted without prior approval. (New locations are subject to separate rating and/or may require a higher attachment point).

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Right to Engage its Own Adjusters

Notwithstanding any provision to the contrary within the Policy of which the Endorsement forms part (or within any other Endorsement which forms part of this policy), this policy is amended as follows:

The Company reserves the right to engage its own adjusters, investigators, and experts at its sole discretion and expense.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY NUMBER:

**ALL RISK
EXCESS PROPERTY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROTECTIVE SAFEGUARDS

Notwithstanding any provision to the contrary within the Policy of which the Endorsement forms part (or within any other Endorsement which forms part of this policy), this policy is amended as follows:

SCHEDULE

Premises Number	Building Number	Protective Safeguards Symbols Applicable
Describe Any "P-9":		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. The following is added to the Commercial Property **Conditions:**

Protective Safeguards

1. As a condition of this insurance, you are required to maintain the protective devices or services listed in the Schedule above.

2. The protective safeguards to which this endorsement applies are identified by the following symbols:

"P-1" Automatic Sprinkler System, including related supervisory services.

Automatic Sprinkler System means:

a. Any automatic fire protective or extinguishing system, including connected:

- (1) Sprinklers and discharge nozzles;
- (2) Ducts, pipes, valves and fittings;
- (3) Tanks, their component parts and supports; and
- (4) Pumps and private fire protection mains.

b. When supplied from an automatic fire protective system:

- (1) Non-automatic fire protective systems; and

(2) Hydrants, standpipes and outlets.

"P-2" Automatic Fire Alarm, protecting the entire building, that is:

- a. Connected to a central station; or
- b. Reporting to a public or private fire alarm station.

"P-3" **Security Service**, with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operation.

"P-4" **Service Contract** with a privately owned fire department providing fire protection service to the described premises.

"P-5" **Automatic Commercial Cooking Exhaust And Extinguishing System** installed on cooking appliances and having the following components:

- a. Hood;
- b. Grease removal device;
- c. Duct system; and
- d. Wet chemical fire extinguishing equipment.

"P-9", the protective system described in the Schedule.

B. The following is added to the **Exclusions** section of:

**PRIMARY ALL RISK COVERAGE FORM
EXCESS PROPERTY INSURANCE FORM**

We will not pay for loss or damage caused by or resulting from fire if, prior to the fire, you:

1. Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or
2. Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

If part of an Automatic Sprinkler System or Automatic Commercial Cooking Exhaust And Extinguishing System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Course of Construction Exclusion

Notwithstanding any provision to the contrary within the Policy of which the Endorsement forms part (or within any other Endorsement which forms part of this policy), this policy is amended as follows:

This policy excludes loss or damage to locations which are in course of construction, including alterations and additions to completed buildings and structures

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY NUMBER: PER DECLARATIONS

**ALL RISK
EXCESS PROPERTY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Communicable Disease Exclusion

Notwithstanding any provision to the contrary within the Policy of which the Endorsement forms part (or within any other Endorsement which forms part of this policy), this policy is amended as follows:

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1. for a Communicable Disease, or
 - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. 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
 - 3.2. 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
 - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

LMA5393

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY NUMBER: PER DECLARATIONS

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

EXCESS FOLLOWING FORM POLICY

A. Section I. GENERAL CONDITIONS, 12. Cancellation is replaced by the following:

12. Cancellation

a. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to the **Company** advance written notice of cancellation.

b. Cancellation of Policies in Effect

(1) For 90 Days or Less

If this Policy has been in effect for ninety (90) days or less, the **Company** may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

(i) 10 days before the effective date of cancellation if the **Company** cancels for nonpayment of premium; or

(ii) 45 days before the effective date of cancellation if the **Company** cancels for any other reason, except the **Company** may cancel immediately if there has been:

(i) A material misstatement or misrepresentation; or

(ii) A failure to comply with underwriting requirements established by the **Company**.

(2) For More than 90 Days

If this Policy has been in effect for more than 90 days, the **Company** may cancel this Policy only for one or more of the following reasons:

(a) Nonpayment of premium;

(b) The Policy was obtained by a material misstatement;

(c) Failure to comply with underwriting requirements established by the **Company** within 90 days of the effective date of coverage;

(d) A substantial change in the risk covered by the Policy; or

(e) The cancellation is for all insureds under such policies for a given class of insureds.

If the **Company** cancels this Policy for any of these reasons, the **Company** will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

(a) 10 days before the effective date of cancellation if the **Company** cancels for nonpayment of premium; or

(b) 45 days before the effective date of cancellation if the **Company** cancels for any of the other reasons stated in Paragraph **b.(2)**.

- c. The **Company** will mail or deliver its notice to the first Named Insured at the last mailing address known to the **Company**.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this Policy is cancelled, the **Company** will send the first Named Insured any premium refund due. If the **Company** cancels, 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 the **Company**, the **Company** 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 the Named Insured's full cooperation with the **Company** or its agent in securing the necessary data for audit, the **Company** will return any premium refund due within 90 days of the date cancellation takes effect. If the **Company's** audit is not completed within this time limitation, then the **Company** shall accept the Named Insured's own audit, and any premium refund due shall be mailed within 10 working days of receipt of the Named Insured's audit.

The cancellation will be effective even if the **Company** has not made or offered a refund.

- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Section I. GENERAL CONDITIONS is amended by the addition of the following:

Nonrenewal

- a. If the **Company** decides not to renew this Policy, the **Company** will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this Policy.
- b. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to the **Company**. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL RISK COVERAGE FORM EXCESS PROPERTY INSURANCE FORM

Notwithstanding any provision to the contrary within the Policy of which the Endorsement forms part (or within any other Endorsement which forms part of this policy), this policy is amended as follows:

- 1) Overhead transmission and distribution lines, except those on or within 1,000 feet of insured premises, are hereby excluded.
- 2) Loss or Damage caused by Wind Driven Rain is hereby excluded.
- 3) Drop Down Clause does not apply to perils that are not covered in the policy.
- 4) Drop Down Clause does not apply until the underlying carrier limits are fully exhausted.
- 5) Any reference in the manuscript coverage form to Waiver, Full Waiver, Policy Authors, or clauses with different names but similar intent, are hereby deleted in their entirety.

With respect to the Arrowhead participation, the following changes are made to the lead coverage form:

Under Building & Personal Property Coverage Form, A Coverage, 2 Property Not Covered the following are added:

- r. Air supported structures
- s. Bridges, roadways, streets, walks or any other paved surfaces.
- t. Fures, jewelry, precious or semi-precious stones
- u. Grown crops or standing timber
- v. Off shore drilling rigs or platforms
- w. Outdoor trees, shrubs or lawns
- x. Percious metals
- y. Property sold under conditional sale, trust or installment after delivery
- . Railroad rolling stock
- a. Overhead transmission and distributions lines, except those on or within 1000 feet of Insureds Premises
- b. Underground mines, wells, caverns including property contained therein.

Under Cause of Loss – Special Form, B Exclusions, Section 1 the following are added:

- i. Contamination, shrinkage or changes in color, flavor, texture or finish.
- j. Manufacturing or processing operations.

All other terms and conditions of this Policy remain unchanged.

Policy terms specific to various supporting insurers to this policy: QBE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

QBE Home Office:

c/o CT Corporation
314 East Thayer Avenue
Bismarck, North Dakota 58501

QBE Administrative Office:

One QBE Way
Sun Prairie, Wisconsin 53596
1-877-772-6771

IN WITNESS CLAUSE

QBE Specialty Insurance Company

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Todd Jones
President

Mark Pasko
Secretary



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF PROCESS ENDORSEMENT

When a cause of action arises in any of the states listed below, service of process applies as shown below for that state. As used in this endorsement, "the Company" shall mean QBE Specialty Insurance Company.

ALABAMA Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of Alabama as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance. The Company further designates CT Corporation System, 2 North Jackson Street, Suite 605, Montgomery, AL 36104 as the person to whom the Commissioner shall mail process.

ALASKA Service of Process Clause

Upon any cause of action arising in Alaska under this contract, the Company may be sued. The Company appoints the Director of Insurance for the State of Alaska as its attorney for acceptance of service of all legal process issued in this state in any action or proceeding arising out of this policy. Service of process upon the Director, or his successors in office, shall be lawful service upon the Company. The Company further designates CT Corporation System, 9360 Glacier Highway, Suite 202, Juneau, AK 99801 as the person to whom the Director is authorized to mail such process or a true copy thereof.

ARIZONA Service of Process Clause

Upon any cause of action arising in Arizona under this contract, the Company may be sued in the circuit court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Director of Insurance of the State of Arizona by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 3800 North Central Avenue, Suite 460, Phoenix, AZ 85012, as the person to whom the Director shall mail process.

ARKANSAS Service of Process Clause

Upon any cause of action arising in Arkansas under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Arkansas and his successors in office by the clerk of the court in which the action is brought. The Company further designates The Corporation Company, 124 West Capitol Avenue, Suite 1900, Little Rock, AR 72201 as the person to whom the Commissioner shall mail process.

CALIFORNIA Service of Suit Clause

The Company hereby designates CT Corporation System, 330 North Brand Boulevard, Glendale, California 91203-2336 as its true and lawful attorney in and for the State of California, upon whom all lawful process may be served in any action, suit or proceeding instituted in California by or on behalf of any insured or beneficiary against the Company arising out of this insurance policy, provided a copy of any process, suit, complaint or summons is sent by certified or registered mail to: 55 Water Street, 19th Floor, New York, NY 10041.

COLORADO Service of Process Clause

Upon any cause of action under this policy, the Company may be sued in the district court of the county in which the cause of action arose. The Company appoints the Commissioner of Insurance for the State of Colorado as its attorney for acceptance of service of all legal process issued in this state in any action or proceeding arising out of this policy. Service of process upon the Commissioner shall be lawful service upon the Company. The Company further designates CT Corporation System, 7700 East Arapahoe Road, Suite 220, Centennial, CO 80112 as the person to whom the Commissioner is authorized to mail such process or a true copy thereof.

CONNECTICUT Service of Process Clause

Upon any cause of action under this policy, the Company may be sued in the district court of the county in which the cause of action arose. The Company appoints the Commissioner of Insurance for the State of Connecticut as its attorney for acceptance of service of all legal process issued in this state in any action or proceeding arising out of this policy. Service of process upon the Commissioner shall be lawful service upon the Company. The Company further designates CT Corporation System, 67 Burnside Avenue, East Hartford, CT 06108 as the person to whom the Commissioner is authorized to mail such process or a true copy thereof.

DELAWARE Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of Delaware as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801 as the person to whom the Commissioner shall mail process.

DISTRICT OF COLUMBIA Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the District of Columbia as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 1015 15th Street, NW, Suite 1000, Washington, DC 20005 as the person to whom the Commissioner shall mail process.

FLORIDA Service of Process Clause

The Company hereby designates the Chief Financial Officer of the Department of Financial Services as its agent 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 hereunder arising out of this contract of insurance. The Company further designates CT Corporation System, 1200 South Pine Island Road, Plantation, FL 33324 as the person to whom the Chief Financial Officer shall mail process.

GEORGIA Service of Process

Upon any cause of action under this policy, the Company may be sued in the superior court of the county in which the cause of action arose. The Company appoints the Georgia Commissioner of Insurance as its attorney for acceptance of service of all legal process issued in this state in any action or proceeding arising out of this policy. Service of process upon the Commissioner shall be lawful service upon the Company. The Company further designates CT Corporation System, 289 South Culver Street, Lawrenceville, GA 30046 as the person to whom the Commissioner is authorized to mail such process or a true copy thereof.

HAWAII Service of Process Clause

Upon any cause of action under this policy, the Company may be sued in the district court of the county in which the cause of action arose. The Company appoints the Commissioner of Insurance for the State of Hawaii as its attorney for acceptance of service of all legal process issued in this state in any action or proceeding arising out of this policy. Service of process upon the Commissioner shall be lawful service upon the Company. The Company further designates The Corporation Company, Inc., 1136 Union Mall, Suite 301, Honolulu, HI 96813 as the person to whom the Commissioner is authorized to mail such process or a true copy thereof.

IDAHO Service of Process Clause

Upon any cause of action arising in Idaho under this contract, the Company may be sued in the district court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Director of the Department of Insurance of the State of Idaho. The Company further designates CT Corporation System, 921 S. Orchard Street, Suite G, Boise, ID 83705 as the person to whom the Director shall mail process.

ILLINOIS Service of Process Clause

The Company hereby designates the Director of the Illinois Department of Insurance and his successor or successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance. The Company further designates CT Corporation System, 208 South LaSalle Street, Suite 814, Chicago, IL 60604 as the person to whom the Director shall mail process.

INDIANA Service of Process Clause

Upon any cause of action arising in Indiana under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Indiana by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 334 North Senate Avenue, Indianapolis, IN 46204-1708 as the person to whom the Commissioner shall mail process.

IOWA Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of Iowa as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 400 East Court Avenue, Suite 110, Des Moines, Iowa 50309 as the person to whom the Commissioner shall mail process.

KANSAS Service of Process Clause

Upon any cause of action arising in Kansas under this policy, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Kansas and his successor or successors in office. The Company further designates The Corporation Company, Inc., 112 S.W. Seventh Street, Suite 3C, Topeka, KS 66603 as the person to whom the Commissioner shall mail process.

KENTUCKY Service of Process Clause

Upon any cause of action arising in Kentucky under this contract, the Company may be sued in the circuit court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Kentucky Secretary of State by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 306 West Main Street, Suite 512, Frankfort, KY 40601 as the person to whom the Secretary of State shall mail process.

LOUISIANA Service of Process Clause

Upon any cause of action arising in Louisiana under this contract, the Company may be sued in the district court of the parish in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Louisiana Secretary of State. The Company further designates CT Corporation System, 3867 Plaza Tower Drive, Baton Rouge, LA 70816 as the person to whom the Secretary of State shall mail process.

MAINE Service of Process Clause

Upon any cause of action arising in this State under this policy, the Company may be sued in the Superior Court. Service of legal process against the Company may be made in any such action by service of two copies upon the designated agent. The Company further designates CT Corporation System, 128 State Street, #3, Augusta, ME 04330 as the agent.

MARYLAND Service of Process Clause

Upon any cause of action arising in Maryland under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Insurance Commissioner of the State of Maryland by the clerk of the court in which the action is brought. The Company further designates The Corporation Trust Incorporated, 2405 York Road, Suite 201, Lutherville Timonium, MD 21093 as the person to whom the Commissioner shall mail process.

MASSACHUSETTS Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of Massachusetts as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 155 Federal Street, Suite 700, Boston, MA 02110 as the person to whom the Commissioner shall mail process.

MICHIGAN Service of Process Clause

Upon any cause of action arising in Michigan under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Director of Insurance, c/o Resident Agent, of the State of Michigan by the clerk of the court in which the action is brought. The Company further designates The Corporation Company, 40600 Ann Arbor Road East, Suite 201, Plymouth, MI 48170 as the person to whom the Commissioner shall mail process.

MINNESOTA Service of Process Clause

Upon any cause of action arising in Minnesota under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Commerce of the State of Minnesota by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, Inc., 1010 Dale Street North, Saint Paul, MN 55117 as the person to whom the Commissioner shall mail process.

MISSISSIPPI Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of Mississippi as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 645 Lakeland East Drive, Suite 101, Flowood, MS 39232 as the person to whom the Commissioner shall mail process.

MISSOURI Service of Process Clause

Upon any cause of action arising in Missouri under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Director of Insurance of the State of Missouri and his successors in office by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 120 South Central Avenue, Clayton, MO 63105 as the person to whom the Director shall mail process.

MONTANA Service of Process Clause

Upon any cause of action under this policy, the Company may be sued in the district court of the county in which the cause of action arose. The Company appoints the Commissioner of Insurance of the State of Montana as its attorney for acceptance of the service of all legal process issued in this state in any action or proceeding arising out of this policy. Service of process upon the Commissioner shall be lawful service upon the Company. The Company further designates CT Corporation System, 3011 American Way, Missoula, MT 59808 as the person to whom the Commissioner is authorized to mail such process or a true copy thereof.

NEBRASKA Service of Process Clause

Upon any cause of action arising in Nebraska under this policy, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the

Director of Insurance of the State of Nebraska. The Company further designates CT Corporation System, 5601 South 59th Street, Suite C, Lincoln, NE 68516 as the person to whom the Director shall mail process.

NEVADA Service of Process Clause

Upon any cause of action arising in Nevada under this contract, the Company may be sued in a district court of Nevada. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Nevada or the Commissioner's authorized representative. The Company further designates The Corporation Trust Company of Nevada, 701 South Carson Street, Suite 200, Carson City, NV 89701 as the person to whom the Commissioner shall mail process.

NEW HAMPSHIRE Service of Process Clause

Upon any cause of action arising in New Hampshire under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of New Hampshire by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 2½ Beacon Street, Concord, NH 03301-4447 as the person to whom the Commissioner shall mail process.

NEW JERSEY Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of New Jersey as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 820 Bear Tavern Road, West Trenton, NJ 08628 as the person to whom the Commissioner shall mail process.

NEW MEXICO Service of Process Clause

Upon any cause of action arising in New Mexico under this contract, the Company may be sued in the district court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Superintendent of Insurance of the State of New Mexico by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 206 South Coronado Avenue, Espanola, NM 87532 as the person to whom the Superintendent shall mail process.

NEW YORK Service of Process Clause

The Company hereby designates the Superintendent of Financial Services of the State of New York, and his successors in office, as its true and lawful attorney upon whom all lawful process may be served in any action, suit, or proceeding instituted in this State by or on behalf of the insured or any beneficiary against the Company arising out of this policy of insurance. The Company further designates CT Corporation System, 28 Liberty Street, New York, NY 10005 as the person to whom the Superintendent shall mail process.

NORTH CAROLINA Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of North Carolina, and his successor(s) in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 160 Mine Lake Court, Suite 200, Raleigh, NC 27615 as the person to whom the Commissioner shall mail process.

NORTH DAKOTA Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of North Dakota as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 120 West Sweet Avenue, Bismarck, ND 58504 as the person to whom the Commissioner shall mail process.

OHIO Service of Process Clause

Upon any cause of action arising in Ohio under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Superintendent of Insurance of the State of Ohio by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 4400 Easton Commons Way, Suite 125, Columbus, OH 43219 as the person to whom the Superintendent shall mail process.

OKLAHOMA Service of Process Clause

Upon any cause of action arising in Oklahoma under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Oklahoma by the clerk of the court in which the action is brought. The

Company further designates The Corporation Company, 1833 South Morgan Road, Oklahoma City, OK 73128 as the person to whom the Commissioner shall mail process.

OREGON Service of Process Clause

Upon any cause of action arising in Oregon under this contract, the Company may be sued in the circuit court of the county in which the cause of action arose. The Company further designates CT Corporation System, 780 Commercial Street SE, Suite 100, Salem, OR 97301 as the person to whom the process shall be mailed.

PENNSYLVANIA Service of Process Clause

Upon any cause of action arising in Pennsylvania under this contract, the Company may be sued in the court of the county in which the cause of action arose. The Company hereby designates the Commissioner of Insurance of the Commonwealth of Pennsylvania as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. Service of process shall be made pursuant to the procedures provided by 42 Pa.C.S. Ch. 53 Subch. B (relating to interstate and international procedure). The Company further designates CT Corporation System, 600 North Second Street, Suite 401, Harrisburg, PA 17101 as the person to whom the Commissioner shall mail process.

RHODE ISLAND Service of Process Clause

Upon any cause of action arising in Rhode Island under this policy, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Rhode Island by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 450 Veterans Memorial Parkway, Suite 7A, East Providence, RI 02914 as the person to whom the Commissioner shall mail process.

SOUTH CAROLINA Service of Process Clause

The Company hereby designates the Director of Insurance of the State of South Carolina as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 2 Office Park Court, Suite 103, Columbia, SC 29223 as the person to whom the Director shall mail process.

SOUTH DAKOTA Service of Process Clause

Any cause of action against the Company arising in South Dakota under this policy shall be brought in the circuit court for the county in which the cause of action arose. Service of legal process against the Company may be made in any such action by service upon the Director of Insurance of the State of South Dakota and his successors in office. The Company further designates CT Corporation System, 319 South Coteau Street, Pierre, SD 57501 as the person to whom the Director shall mail a copy of the process.

TENNESSEE Service of Process Clause

The Company hereby designates the Commissioner of Commerce and Insurance of the State of Tennessee as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 300 Montvue Road, Knoxville, TN 37919 as the person to whom the Commissioner shall mail process.

TEXAS Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of Texas as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance. The Company further designates CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, TX 75201 as the person to whom the Commissioner shall mail process.

UTAH Service of Process Clause

The Company hereby designates the Commissioner of Insurance of the State of Utah as its agent 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 hereunder arising out of this contract of insurance. The Company further designates CT Corporation System, 1108 East South Union Avenue, Midvale, UT 84047 as the person to whom the Commissioner shall mail process.

VERMONT Service of Process Clause

The Company hereby designates the Secretary of State of Vermont as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary arising out of this contract of insurance. The Company further designates CT Corporation System, 17 G W Tatro Drive, Jeffersonville, VT 05464 as the person to whom the Secretary of State shall mail process.

VIRGINIA Service of Process Clause

The Company hereby designates the Clerk of the Virginia State Corporation Commission as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance. The Company further designates CT Corporation System, 4701 Cox Road, Suite 285, Glen Allen, VA 23060 as the person to whom the Clerk of the Commission shall mail process.

WASHINGTON Service of Process Clause

Upon any cause of action arising in Washington under this contract, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Washington by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 711 Capitol Way South, Suite 204, Olympia, WA 98501 as the person to whom the Commissioner shall mail process.

WEST VIRGINIA Service of Process Clause

Upon any cause of action arising in West Virginia under this policy, the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Secretary of State of West Virginia by the clerk of the court in which the action is brought. The Company further designates CT Corporation System, 5098 Washington Street W, Suite 407, Charleston, WV 25313 as the person to whom the Secretary of State shall mail process.

WISCONSIN Service of Process Clause

Upon any cause of action arising in Wisconsin under this policy the Company may be sued in the court of the county in which the cause of action arose. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance of the State of Wisconsin. The Company further designates CT Corporation System, 301 South Bedford Street, Suite 1, Madison, WI 53703 as the person to whom the Commissioner shall mail process.

WYOMING Service of Process Clause

Upon any cause of action under this policy, the Company may be sued in the district court of the county in which the cause of action arose. The Company appoints the Commissioner of Insurance of the State of Wyoming as its attorney for acceptance of the service of all legal process issued in this state in any action or proceeding arising out of this policy. Service of process upon the Commissioner shall be lawful service upon the Company. The Company further designates CT Corporation System, 1908 Thomas Avenue, Cheyenne, WY 82001 as the person to whom the Commissioner is authorized to mail such process or a true copy thereof.

All other terms and conditions of this policy remain unchanged.



Notice to Policyholders

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED.

THIS NOTICE PROVIDES INFORMATION CONCERNING POSSIBLE IMPACT ON YOUR INSURANCE COVERAGE DUE TO DIRECTIVES ISSUED BY OFAC.

PLEASE READ THIS NOTICE CAREFULLY

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

As "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site - <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

Transverse Specialty Amendatory Endorsement ed. 1/22

Policy terms specific to various supporting insurers to this policy:

Transverse Specialty Insurance Company

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

It is hereby agreed and understood that the following carrier-specific policy language applies to this policy:

With respect to the coverage provided by Transverse Specialty Insurance Company, the following provisions shall apply:

Service of Suit

Pursuant to any statute of any state, territory or district of the United States, which makes provision therefor, Transverse Specialty Insurance Company 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 hereunder arising out of this policy, and hereby designates Corporate Secretary, Transverse Specialty Insurance Company located at 155 Village Blvd., Suite 205, Princeton, NJ 08540 to whom the said state officer is authorized to mail such process or true copy thereof.

All other terms and conditions of the policy remain unchanged.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its Chief Executive Officer and Secretary, and where required by law, has caused this policy to be countersigned by a duly authorized representative.



Chief Executive Officer



Secretary

TSIC-001-0521

SIGNATURE CLAUSE:

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its Chief Executive Officer and Secretary, and where required by law, has caused this policy to be countersigned by a duly authorized representative.

A handwritten signature in black ink, appearing to read "Bob W. B.", followed by a long horizontal line extending to the right.

Chief Executive Officer

A handwritten signature in black ink, appearing to read "John Deane", written in a cursive style.

Secretary

TIC-001-0621

PESLIC Amendatory Endorsement

Policy terms specific to various supporting insurers to this policy:

**The Princeton Excess and Surplus
Lines Insurance Company**

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

SIGNATURE CLAUSE

The Company has caused this policy to be signed by its President and Secretary, but this policy shall not be valid unless countersigned by an authorized representative of the Company, where required.

The Princeton Excess and Surplus Lines Insurance Company


Secretary


President

PESVLCW01(05/96)

PARTICIPATION TERMS

1. The inability or failure, for any reason whatsoever, of any Participating Company to pay its respective percentage of liability for or relating to any loss will not increase, change, or in any way affect the obligation (respective percentage or otherwise) of any of the other Participating Companies. In the event of such a default, the insured's legal recourse is only with the defaulting Participating Company.
2. Each Participating Company is responsible for its own collection of premiums and premium refunds (if any), and payment of any regulatory fees or taxes associated with the insurance provided by the Participating Company under this Policy.
3. Upon cancellation by any of the Participating Companies of its liability under the policy the return premium, if any, to be paid or tendered to the insured shall be based on such proportion of the total premium stated in the policy as the amount insured by the cancelling company bears to the total amount insured under the policy.
4. Each of the Participating Companies retains its rights to cancel its respective percentage of the policy as permitted by applicable state regulations.
5. Claims: The Insured must as soon as practicable report in writing to the agent of the Company indicated below every loss, damage or occurrence which may give rise to a claim under this policy. The insured must

also send us a signed, sworn proof of loss containing information we request to investigate the claim. You must do this within 60 days after our request to the following agent of the Company:

American Claims Management Claims Reporting
Claims Department Mailing Address: PO Box 9060, Carlsbad, CA 92018-9060
Toll Free: 888-799-2919 General Fax: 619-744-5094
ACM Website: www.ACMclaims.com
Reporting a Claim by Email: NewLosses@ACMclaims.com

6. All Inquiries other than Claims: All inquiries other than claims shall be made to:

Arrowhead Risk Managers, LLC
925 Northpoint Parkway, Alpharetta GA
678-353-2572

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

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

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

This Policy is subject to the following:

SERVICE OF PROCESS ENDORSEMENT

This endorsement specifies that:

We designate the Superintendent of Insurance, Insurance Commissioner, Director of Insurance, or other officer specified by law, pursuant to the laws of the State where this policy is delivered, as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted in the State in which this policy is delivered, by, or on behalf of, the Named Insured or any beneficiary hereunder arising out of this Policy. We designate the General Counsel of The Princeton Excess and Surplus Lines Insurance Company, 555 College Road East, Princeton, New Jersey 08543 as the person to whom the said officer is authorized to mail such process or true copy thereof.

SERVICE OF PROCESS ENDORSEMENT- PENNSYLVANIA

This endorsement specifies that:

It is agreed that in the event we fail to pay any amount claimed to be due under this policy we will submit, at the Insured's request, to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court. It is further agreed that in any such action instituted against any Insured under this contract, we will abide by the final decision of such court or of any appellate court in the event of an appeal.

Service of process shall be made pursuant to the procedures provided by 42 Pa.C.S. Chapter 53 Subchapter B (relating to interstate and international procedure). When making service of process by mail, such process shall be mailed to the General Counsel of The Princeton Excess and Surplus Lines Insurance Company, 555 College Road East, Princeton, New Jersey 08543. The above named is authorized and directed to accept service of process on our behalf for any action or upon any request of the Insured to give a written undertaking to the Insured that they will enter a general appearance for us in the event such an action shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provisions therefore, we 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 the true and lawful attorney upon whom any lawful process may be served in any action, suit or proceeding instituted by, or on behalf of, the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above named as the person on whom such process or a true copy thereof shall be served.

SERVICE OF PROCESS ENDORSEMENT ILLINOIS

This endorsement specifies that:

We designate the Director of the Illinois Department of Insurance and his successor or successors in office, at 320 W. Washington, Bicentennial Building, Springfield, IL 62727, as our 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 hereunder arising out of this contract of insurance. We designate the General Counsel of The Princeton Excess and Surplus Lines Insurance Company, 555 College Road East, Princeton, New Jersey 08543 as the person to whom the said officer is authorized to mail such process or true copy thereof.

All other terms and conditions remain unchanged.