

TO ARROWHEAD PRODUCER:

Policy #'s:

AHAR14605-00	QBE Specialty Insurance Company
3DA3CM0002207-00	Princeton Excess & Surplus Lines Insurance Company
TSAHPR0002152-01	Transverse Specialty Insurance Company
2-ARM-05-S0117718-00	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:

AHAR14605-00	QBE Specialty Insurance Company
3DA3CM0002207-00	Princeton Excess & Surplus Lines Insurance Company
TSAHPR0002152-01	Transverse Specialty Insurance Company
2-ARM-05-S0117718-00	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. 1166787

Renewal of Number: 1134162
Policy Issue Date: May 13 2023
Producer No.: 720167
Customer No: 1166787

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: Individual, Partnership, Corporation, Joint Venture, Other
Business of the Named Insured is: Condominium

Item 2. Policy Period: FROM 04/03/2023 TO 04/03/2024 12:01 AM; Standard time at your mailing address shown above

Item 3. Premium: \$160,000
Terrorism Premium \$ Declined
Catastrophe Analysis Fee: \$1,000
Inspection Fee: \$ 0

Item 4. Minimum Earned Premium \$ 41,000

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 **ARM0738 - LIMITATIONS ON COVERING FOR ROOF SURFACES:**

Premises Number	Building Number	Indicate Applicability
ALL	ALL	A&B

Form **ARM0743 - PROTECTIVE SAFEGUARDS:**

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

Property Declarations - Participating

This Declaration Page is attached to and forms part of Certificate provisions.			
Previous No.	1134162	Account No.	1166787
	QBE Specialty Insurance Company		Policy No. AHAR14605-00
	Princeton Excess & Surplus Lines Insurance Company		Policy No. 3DA3CM0002207-00
	Transverse Specialty Insurance Company		Policy No. TSAHPR0002152-01
	Accredited Specialty Insurance Company		Policy No. 2-ARM-05-S0117718-00
Name and address of the Insured	CRYSTAL BAY CONDOMINIUM ASSOCIATION, INC.		
	24701 US HIGHWAY 19 N SUITE 102		
	CLEARWATER, FL 33763		
Policy Period	Effective From: 04/03/2023 to 04/03/2024	12:01 AM; Standard time at your mailing address shown above	
Insurance is effective with: Insurer(s) as stated on Form ARROWPARTICIPENDT 09 16 Participation Endorsement			
THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED - THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.			
Limits of Liability: \$ 23,969,588 Per occurrence			
COMMERCIAL PROPERTY COVERAGE PART			
		Premium	
QBE Specialty Insurance Company	Property	\$ 40,000.00	
	TRIA	\$ Declined	
Princeton Excess & Surplus Lines Insurance Company	Property	\$ 40,000.00	
	TRIA	\$ Declined	
Transverse Specialty Insurance Company	Property	\$ 40,000.00	
	TRIA	\$ Declined	
Accredited Specialty Insurance Company	Property	\$ 40,000.00	
	TRIA	\$ Declined	
Total Advance Premium		\$ 160,000.00	
Minimum Earned Premium 25.0%, and subject to Hurricane Minimum Earned Premium if attached			
Dated 5/13/2023 By	Arrowhead Insurance Risk Managers, LLC	Address	925 Northpoint Parkway, Ste 440B
	Agent/Program Manager for the Company		Alpharetta, GA 30005
State stamp if applicable			

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	AHAR14605-00	\$5,992,397 Part of \$23,969,588 excess of \$25,000,000	Declined
Princeton Excess & Surplus Lines Insurance Company	3DA3CM0002207-00	\$5,992,397 Part of \$23,969,588 excess of \$25,000,000	Declined
Transverse Specialty Insurance Company	TSAHPR0002152-01	\$5,992,397 Part of \$23,969,588 excess of \$25,000,000	Declined
Accredited Specialty Insurance Company	2-ARM-05-S0117718-00	\$5,992,397 Part of \$23,969,588 excess of \$25,000,000	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 2CSIFL05S0101078-01, (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 \$23,969,588 being 100.00% part of \$23,969,588 excess of \$25,000,000.

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 \$48,969,588 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.: 2CSIFL05S0101078-01

Policy Term: From 4/3/2023 To 4/3/2024

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)

\$25,000,000 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
ARM0738 - LIMITATIONS ON COVERING FOR ROOF SURFACES
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 Accredited Amendatory - ACCREDITED 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.

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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.

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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.

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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.

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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.

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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.

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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

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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.

POLICY NUMBER:

ALL RISK
EXCESS PROPERTY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATIONS ON COVERING FOR ROOF SURFACES

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	Indicate Applicability (Paragraph A. and/or Paragraph B.)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

- A. The following applies with respect to loss or damage by a **Covered Cause of Loss (including wind and hail if covered)** to a building or structure identified in the Schedule as being subject to this Paragraph A.:
Replacement Cost coverage (if otherwise applicable to such property) does not apply to roof surfacing. Instead, we will determine the value of roof surfacing at actual cash value as of the time of loss or damage.
- B. The following applies with respect to loss or damage by **wind and/or hail** to a building or structure identified in the Schedule as being subject to this Paragraph B.:
We will not pay for cosmetic damage to roof surfacing caused by wind and/or hail. For the purpose of this endorsement, cosmetic damage means that the wind and/or hail caused marring, pitting or other superficial damage that altered the appearance of the roof surfacing, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.
- C. For the purpose of this endorsement, roof surfacing refers to the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing.

All other terms and conditions of this policy remain unchanged.

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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.

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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) Loss or Damage caused by Storm Surge is hereby excluded.
- 4) Drop Down Clause does not apply to perils that are not covered in the policy.
- 5) Drop Down Clause does not apply until the underlying carrier limits are fully exhausted.
- 6) 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.

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.

IN WITNESS CLAUSE

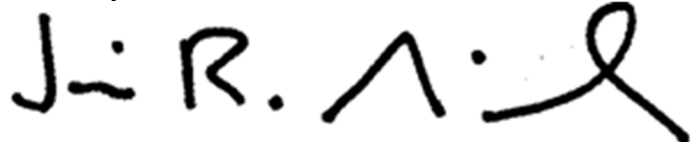
QBE Specialty Insurance Company

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.

Russell Johnston
President



Jose Ramon Gonzalez, Jr.
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, 8585 Old Dairy Road, Suite 208, 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. Service of process against the Company may be made in such action by service upon the Commissioner of Insurance for the State of Colorado. The Company further designates CT Corporation System, 7700 East Arapahoe Road, Suite 220, Centennial, CO 80112 as the person to whom the Commissioner shall mail 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 Delaware Department of Insurance, 1351 West North Street, Suite 101, Dover, DE 19904 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 CT Corporation System, 900 Fort Street Mall, Suite 1680, 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, 1555 W. Shoreline Drive, Suite 100, Boise, ID 83702 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 CT Corporation System, 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, 2232 Dell Range Blvd, Suite 200, Cheyenne, WY 82009 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.

IL-2002 (01-23)

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.

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.

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Accredited Specialty Amendatory Endorsement ed. 1/22

Policy terms specific to various supporting insurers to this policy:

Accredited 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:

ACCREDITED SPECIALTY INSURANCE COMPANY (the “Company”)

SERVICE OF SUIT ENDORSEMENT

This Endorsement changes the policy. Please read it carefully.

- I. In any cause of action arising under this policy, or certificate, or cover note, or other confirmation of this insurance issued by your surplus lines agent, we will, at your request, submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing herein constitutes or should be understood to constitute a waiver of the Company’s rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. In any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of appeal.
- II. All lawful process may be served in any action, suit or proceeding instituted by, or on behalf of, you or any beneficiary under this policy, against us arising out of this policy upon:

Christopher Reichow U.S.
General Counsel R&Q Solutions
LLC
Two Logan Square, Suite 600
Philadelphia, PA 19103
- III. Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance, or other applicable individual specified for that purpose in the applicable statute or regulation, or his successor or successors in office, as attorney or agent for receipt of lawful service of process 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 you or any beneficiary hereunder arising out of this policy of insurance, and we hereby designate the person named in Section II as the person to whom the said individual, the surplus lines producer, or any applicable state surplus lines association or stamping office, is authorized to mail such process or a true copy thereof. The service of process as set forth above and below is cumulative to any other methods which may be provided by law for service of process upon us.
- IV. All other terms, conditions, provisions and exclusions of this policy remain the same.
- V. THE LANGUAGE OF THIS ENDORSEMENT ABOVE IS MODIFIED IN EACH APPLICABLE STATE AS SET FORTH BELOW TO COMPLY WITH CERTAIN STATE

SPECIFIC REQUIREMENTS AND DISCLOSURES:

Arizona

By issuing or delivering a surplus lines policy through a surplus lines broker in Arizona, we are conclusively deemed to have irrevocably appointed the Arizona Director of Insurance as our agent for acceptance of service of all legal process issued in Arizona in any action or proceeding under or arising out of such policy, and service of the process on the director is lawful personal service on us.

California

We may be sued upon any cause of action arising in California under any surplus line insurance contract made by us, or any evidence of such insurance issued or delivered by the surplus line broker, pursuant to the procedures set forth in Cal. Ins. Code §§ 1610 to 1620, inclusive. Further, by assuming surplus line insurance, we subject ourselves to Chapter 6 of the California Insurance Code.

Idaho

We shall be sued upon any cause of action arising in Idaho under any contract issued by us as a surplus line contract pursuant to Idaho surplus lines law, in the district court of the county in which the cause of action arose.

Service of legal process against us may be made in any such action by service upon the Director of the Department of Insurance of Idaho as provided in Idaho Code Ann. § 41- 334(1). The director shall forthwith mail a copy of the process served to the person designated in Section II of this Endorsement, by prepaid registered mail with return receipt requested. We have thirty (30) days from the date of service upon the director within which to plead, answer, or otherwise defend the action. Upon service of process upon the director in accordance with Idaho Code Ann. § 41-1231 the court shall be deemed to have jurisdiction in personam over us.

Illinois

We hereby designate the Illinois Director of Insurance and his successors in office as our true and lawful attorney, upon whom may be served all lawful process in any action, suit or proceeding arising out of any insurance we write delivered pursuant to 215 Ill. Comp. Stat. § 5/445.

Iowa

We may be sued upon a cause of action arising in Iowa under a surplus lines insurance policy or contract placed by us or upon evidence of insurance placed by us and issued or delivered in Iowa by a surplus lines insurance producer.

Kentucky

We shall be sued upon any cause of action arising in Kentucky under any contract issued by us as a surplus lines contract pursuant to subtitle 10 of the Kentucky Insurance Code, in the Circuit Court of the county in which the cause of action arose. Any service of legal process against us may be made in any such action by service upon the Secretary of State of the State of Kentucky as provided in Ky. Rev. Stat. Ann. § 304.3- 230(5).

Louisiana

We shall be sued upon any cause of action arising in Louisiana under any contract issued by us as a surplus lines contract pursuant to Chapter 2, Part 1, Subpart O of the Louisiana Insurance Code, in the district court of the parish in which the cause of action arose.

Service of legal process against us may be made in any such action by service upon the Secretary of State of the State of Louisiana or some other person in his office whom he may designate during his absence.

The secretary of state shall forthwith mail the documents of process served, or a true copy thereof, to the person designated in Section II of this Endorsement by registered or certified mail or by commercial courier as defined in La. Rev. Stat. Ann. tit. § 13:3204(D). We have forty (40) days from the date of service upon the secretary of state within which to plead, answer, or otherwise defend

the action. Upon service of process upon the secretary of state in accordance with this provision, the court shall be deemed to have jurisdiction in personam over us.

Maryland

We hereby appoint the Maryland Insurance Commissioner as agent for the acceptance of service of process in Maryland.

Michigan

We hereby appoint the Michigan Insurance Commissioner as our resident agent for the purposes of service of process in Michigan.

Pennsylvania

We may be sued upon any cause of action arising in the Commonwealth of Pennsylvania under any surplus lines insurance contract made by us or evidence of such insurance issued or delivered by a surplus lines licensee. Any service of process on us shall be made pursuant to the procedures provided by 42 Pa.C.S. Ch. 53 Subch. B (relating to interstate and international procedure). By accepting surplus lines insurance we are deemed thereby to have subjected ourselves to accepting service of process under 42 Pa.C.S. Ch. 53 Subch. B.

Puerto Rico

In any action brought in Puerto Rico under an insurance contract issued as a surplus line pursuant to Title 26, Subtitle 1, Chapter 10, by us, duplicate copies of legal process shall be served upon the Commissioner of Insurance of the Commonwealth of Puerto Rico. The Commissioner shall forthwith mail one copy of the process so served to the person designated in Section II of this Endorsement, by registered mail with return receipt requested. Upon service of process upon the Commissioner and such mailing of process, the court shall be deemed to have jurisdiction in personam over us. We shall have forty-five days after such date of mailing within which to plead, answer, or otherwise defend the action. At time of such service of process the plaintiff shall pay to the Commissioner three dollars, taxable as costs in the action.

South Dakota

Any cause of action against us arising in South Dakota on a surplus line contract shall be brought in the circuit court for the county in which the cause of action arose.

Service of legal process against us may be made in any such action by service upon the South Dakota director of the Division of Insurance as provided in S.D. Codified Laws § 58-6-39. The director shall forthwith mail a copy of the process served, to the person designated in Section II of this Endorsement, by prepaid registered or certified mail with return receipt requested. We shall have thirty days from the date of service upon the director within which to plead, answer, or otherwise defend the action. Upon service of process upon the director in accordance with S.D. Codified Laws § 58-6-38, the court shall be deemed to have jurisdiction in personam over us. By issuing a surplus lines policy, we are deemed thereby to have authorized service of process against us in the manner and to the effect as provided in S.D. Codified Laws § 58-6-37.

Tennessee

We may be sued upon any cause of action arising in Tennessee under any surplus lines insurance contract issued by us or certificate, cover note or other confirmation of the insurance issued by the surplus lines agent, pursuant to the same procedure as is provided for unauthorized insurers in Title 56, Chapter 2, Part 6 and Tenn.

Code Ann. § 56-7-105(b) of the of Tennessee Insurance Law. By assuming a surplus lines insurance risk pursuant to Title 56, Chapter 14, Part 1, we are deemed to have subjected ourselves to the requirements of Tenn. Code Ann. § 56-14-112.

Texas

We may be sued on any cause of action arising in Texas under any surplus lines insurance contract issued by us or under any certificate, cover note, or other confirmation of that insurance issued by the surplus lines agent, under the same procedure as is provided for unauthorized insurers in Sections 7.1404, 7.1410, and 7.1411 of Title 28 of the Texas Administrative Code (relating to Service of Process Procedure for Domestic Insurers Approved To Operate under the Insurance Code, Article 1.28, Foreign and Alien Insurance Companies, Risk Retention Groups, Purchasing Groups, Third Party Administrators, Unauthorized Persons or Insurers, Organizations Formed under the Insurance Code, Article 3.71, and Surplus Lines Insurers; Service of Process on Commissioner on Behalf of Unauthorized Persons or Insurers; and Service of Process, Notice, Order, or Pleading on Secretary of State on Behalf of Unauthorized Persons and Insurers).

By assuming a surplus lines risk under Chapter 981 of the Texas Insurance Code, we are subject to Tex. Ins. Code Ann. § 804.106. Any act of engaging in the business of insurance by us, an eligible surplus lines insurer, constitutes the irrevocable appointment by us of the Texas Secretary of State as agent for service of process arising from our engagement of the business of insurance in Texas, other than service of process for an action or proceeding by the department or state, and signifies our agreement that service under Tex. Ins. Code Ann. § 804.106 has the same effect as personal service on us or our successor in interest. The plaintiff shall supply the address provided in Section II of this Endorsement in any citation served under Tex. Ins. Code Ann. § 804.106. Service of process as set forth in this Endorsement is in addition to any other method provided by law for service of process on a surplus lines insurer, including the method provided by Chapter 804, Subchapter C of the Texas Insurance Code.

Washington

For any cause of action arising in Washington under any contract issued as a surplus line contract under Chapter 48.15, we must be sued in the superior court of the county in which the cause of action arose. By issuing a policy under Chapter 48.15, we have authorized service of process against us in the manner prescribed under Wash. Rev. Code § 48.02.200. We hereby designate the Washington Commissioner of Insurance as the person upon whom such service of process may be made.

ACCREDITED SPECIALTY INSURANCE COMPANY (the “Company”)

SIGNATURE CLAUSE

This Endorsement changes the policy. Please read it carefully.

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.

**ACCREDITED SPECIALTY INSURANCE COMPANY
(the “Company”)**

PRIVACY NOTICE

Rev. 07/27/2021

PRIVACY NOTICE

WHAT DOES R&Q DO WITH YOUR PERSONAL INFORMATION?		
	Financial companies choose how they share your personal information. Federal and state laws give consumers the right to limit some, but not all sharing. Federal and state laws also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ▪ Social Security number, account number, date of birth ▪ Account balances, income, payment history ▪ Credit card number, PIN ▪ Credit scores, credit history ▪ Loan records, taxes ▪ Name, address, email, telephone number ▪ Assets ▪ Credit-based insurance scores, insurance claim history ▪ Medical information ▪ Criminal history ▪ Employment information ▪ Motor vehicle records. <p>We may disclose all of the information that we collect as described below.</p>	
	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons R&Q chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does R&Q share?	Can you limit this sharing?

<p>For our everyday business purposes – We may disclose your information without your prior authorization for our everyday business purposes, such as to process your transactions, maintain your account(s) and insurance policy(ies), respond to court orders and legal investigations or detect or prevent criminal activity, fraud, material misrepresentation or material nondisclosure in connection with an insurance transaction. Additionally, we may share your information with our affiliates and nonaffiliated third parties to the extent necessary to service or process an insurance product or service that you have requested or authorized. For example, we may share your information with insurance agents, brokers or sales representatives, or other insurance companies or insurance support organizations to determine your eligibility for an insurance benefit or payment or to process claims. We are also permitted to disclose customer information to nonaffiliated third-party companies that perform services for us which have agreed to certain contractual protections regarding the use and disclosure of your information. For example, we may share your information with third-parties that provide claims investigations, medical examinations, inspection and appraisals, for roadside assistance or the repair of your vehicle if you have a claim.</p>	Yes	No

RQACC-PN-202105

For our marketing purposes – to offer our products and services to you.	No	No, we don't share
For joint marketing with other financial companies	No	No, we don't share
For our affiliates' everyday business purposes – We only share information about your transactions and experiences with our affiliates. We do not share information we receive from a credit reporting agency or insurance support organization, such as motor vehicle records, credit report information and claims	Yes	No
For our affiliates' everyday business purposes – information about your credit worthiness.	No	No, we don't share
As required by law or with your consent – We share information with your consent or at your direction and to your legal representative as may be necessary. We may also share information without your prior authorization in response to a subpoena or request from a regulator; in connection with a merger, acquisition, reorganization, liquidation, change in control or other sale by R&Q (in each case whether in whole or in part); or to comply with federal, state or local laws	Yes	No
For our affiliates to market to you	No	No, we don't share
For nonaffiliates to market to you	No	No, we don't share
Who are we		
Who is providing this notice?	Randall & Quilter America Holdings Inc.'s family of companies, including its affiliates listed below ("R&Q"). R&Q offers a broad range of insurance solutions, including insurance investments, reinsurance processing, administration and consulting services, underwriting and captives.	

What we do	
How does R&Q protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state laws. These measures include computer safeguards and secured files and buildings.</p> <p>R&Q recognizes the need to prevent unauthorized access to the information we collect, including information held in electronic format, and we use commercially reasonable technical and physical security measures to protect your personal information in the following ways:</p> <ul style="list-style-type: none"> ▪ We restrict access to your personal information to those individuals, such as our employees, agents and service providers, who are contractually bound to keep this information confidential, agree to safeguard your personal information and who need that information to serve you or to assist us in conducting our operations. ▪ We maintain physical, electronic and procedural safeguards that comply with applicable regulatory standards to guard your personal information. ▪ We do not sell your information to mass marketing or telemarketing companies. ▪ We do not disclose any non-public personal information about you except as described in this notice or as otherwise required

<p>How does R&Q collect my personal information?</p>	<p>R&Q collects your personal information from you, for example, when you:</p> <ul style="list-style-type: none"> • Provide information, such as your social security number, assets, income, and property information on applications or other forms; • Transact with us, our affiliates or others; and • Visit the websites we operate. <p>R&Q also collects your personal information from other sources. R&Q may collect your personal information from nonaffiliated third parties, such as:</p> <ul style="list-style-type: none"> • Consumer reporting agencies or insurance support organizations to receive information like motor vehicles records, credit report information and insurance claims history; • Information we receive from your employer and/or association for our products and services, such as employment information; and • If you obtain a life, long-term care or disability product, medical professionals who have provided care to you and insurance
<p>Why can't I limit all sharing?</p>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> ▪ Sharing for affiliates' everyday business purposes – information about your creditworthiness ▪ Affiliates from using your information to market to you ▪ Sharing for nonaffiliates to market to you. <p>State laws and individual companies may give you additional rights to limit sharing.</p> <p>We do not disclose any personal information about our customers or former customers to anyone, including our affiliates and nonaffiliated third parties, except as permitted by law, including but not limited to servicing or processing an insurance product or service, maintaining or servicing a customer account, providing reinsurance, preventing fraud, performing audits, complying with applicable laws and governmental requests and in connection with a merger, acquisition, reorganization, liquidation, change in control or other sale by or of us or any affiliated entity (in each case whether in whole or in part).</p>
<p>Definitions</p>	
<p>Affiliates</p>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ Accredited Surety and Casualty Company, Inc. ▪ Accredited Specialty Insurance Company ▪ Global Reinsurance Corporation of America ▪ ICDC, Ltd. ▪ National Legacy Insurance Company ▪ Randall & Quilter Investment Holdings, Ltd. ▪ R&Q Reinsurance Company ▪ R&Q RI Insurance Company ▪ Transport Insurance Company
<p>Nonaffiliates</p>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ These may include insurance companies other than R&Q, reciprocals, investment companies, underwriters, brokers/dealers, reinsurers,

	party administrators, benefit plan sponsors, consumer reporting agencies, our service providers (e.g., vendors that provide marketing services), medical providers and third parties such as the Medical Information Bureau.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

<p>California residents: For accounts with a California mailing address, we will not share your personal information with a financial company for joint marketing purposes, except as required or permitted by law.</p> <p>Vermont residents: For accounts with a Vermont mailing address, we will not share your creditworthiness information with our affiliates, except as required or permitted by law.</p> <p>Information Collected from an Insurance-Support Organization Please note that information about you that we obtain from a report prepared by an insurance-support organization may be retained and disclosed by that organization.</p> <p>Your Rights to Access, Correct, Amend and Delete Your Personal Information You have the right to know what personal information we have collected about you. You also have the right to correct, amend or delete such information. To exercise these rights, please make your request in writing to privacy.info@accredited-inc.com and include your full name, mailing address, phone number and policy number. When we receive your written request, we will respond within thirty (30) business days. For requests to know the personal information we've collected about you, we will describe such personal information, whom we know we've shared it with in the last two (2) years, and how you may request a correction, if necessary. If we requested a consumer report, we will tell you the name and address of the consumer reporting agency. You may also view and copy the information we have, except for certain privileged documents such as those concerning claims and lawsuits. For requests to correct and amend your personal information, we will review your request and investigate the matter. If we agree with your request, we will correct our records, notify you and send a correction letter to anyone who received the original information. If we do not agree, you will be allowed to send us a statement explaining why you believe the information is incorrect, which will be attached to your file so that anyone reviewing the disputed information will see it.</p> <p>Contact Us If you have any questions about this notice, please contact us at privacy.info@accredited-inc.com or 1-800-432-2799.</p>

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.



Chief Executive Officer



Secretary

TIC-001-0621

PESLIC Amendatory Endorsement Ed, 2301

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.

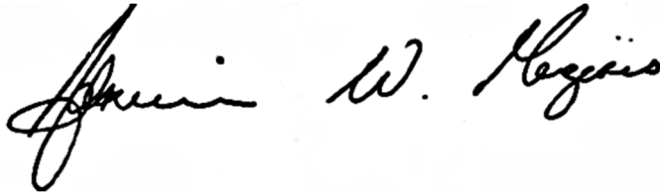
SIGNATURE CLAUSE

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



Ignacio Rivera, Deputy General Counsel and Assistant Secretary



Adrienne Mageras, 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.