



NOTICE

THIS IS A SURPLUS LINES POLICY AND IS NOT PROTECTED BY THE CONNECTICUT INSURANCE GUARANTY ASSOCIATION OR SUBJECT TO REVIEW BY THE CONNECTICUT INSURANCE DEPARTMENT. IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THIS POLICY.

COMMON POLICY DECLARATIONS

POLICY NO. CSP80000000173-01

NAMED INSURED

PRODUCER'S NAME

Association for Delivery Drivers, Inc

**One80 Intermediaries Inc. dba International
Excess Program Managers Agency, Inc.
1 Integrity Pkwy, Cleveland, OH 44143**

29 Valley Dr #4994

Greenwich

CT

06831

POLICY PERIOD: FROM 11/01/2025 **TO** 11/01/2026

12:01 A.M. Standard Time at your mailing address shown above.

THE NAMED INSURED IS:

BUSINESS DESCRIPTION:

CORPORATION

COURIER

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
COMMERCIAL GENERAL LIABILITY	\$750.00
COMMERCIAL CYBER INSURANCE	NOT COVERED
COMMERCIAL CYBER FEE	NOT COVERED
COMMERCIAL PROPERTY	NOT COVERED
COMMERCIAL CRIME	NOT COVERED
COMMERCIAL INLAND MARINE	\$750.00
COMMERCIAL AUTO	NOT COVERED
TOTAL PREMIUM	\$1,500.00
Surplus Lines Tax	\$60.00
Tax Filing Fee	\$175.00
	\$0.00
	\$0.00
TOTAL	\$1,735.00

SURPLUS LINES BROKER: One80 Intermediaries Inc

LICENSE# 6356847

BROKER ADDRESS: 1 Integrity Pkwy, Cleveland, OH 44143

FORMS APPLICABLE TO ALL COVERAGE PARTS

SEE ATTACHED FORMS SCHEDULE

IN WITNESS WHEREOF, Concert Specialty Insurance Company has executed and attested

President

Secretary

COUNTERSIGNED 11/30/2025 BY 
(Date) (Authorized Representative)

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FRAUD WARNING STATEMENT

ALABAMA

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof.

ARKANSAS

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

COLORADO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

OKLAHOMA

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

CONCERT SPECIALTY INSURANCE COMPANY

44 South Vail Avenue
Suite 107
Arlington Heights, IL 60005

In Witness Whereof, Concert Specialty Insurance Company has caused this policy to be executed by its President and Secretary as our duly authorized representatives.



Assistant Secretary



President

All other policy terms and conditions apply.

Claim and Incident Reporting

Any incident which may trigger coverage under this policy should be reported immediately to the Claims Department using the email, phone or fax information below.

Email: liabilitynewclaims@athensadmin.com

Phone: 888-534-6375

24 Hour Call Center

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number

POLICY NUMBER CSP8000000173-01	POLICY CHANGES EFFECTIVE 11012025	COMPANY Concert Specialty Insurance Company
NAMED INSURED Association for Delivery Drives Inc		AUTHORIZED REPRESENTATIVE One80 Intermediaries Inc. dba International Excess Program Managers Agency, Inc.
COVERAGE PARTS AFFECTED Commercial General Liability Commerical Inland Marine		
CHANGES In consideration of the premium charged, it is hereby understood and agreed: 1) Limits of coverage subject to Scheduled Independent Contractor driver/vehicles only as per schedule on file with the Company 2) Monthly Reports are due by the 10th of each month 3) Third Party Dishonesty is excluded from Form CTCM2025 05 20 Customized Cargo and Logistics Coverage Form and the policy.		

TAX TYPE

TAX AMOUNT



Authorized Representative Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number 28

POLICY NUMBER CSP80000000173-01	POLICY CHANGES EFFECTIVE 11/01/2025	COMPANY Concert Specialty Insurance Company
NAMED INSURED Association for Delivery Drivers, Inc.		AUTHORIZED REPRESENTATIVE One80 Intermediaries Inc. dba International Excess Program Managers Agency, Inc.
COVERAGE PARTS AFFECTED All Coverage Parts		
<p style="text-align: center;">CHANGES</p> In consideration of the premium charged, it is hereby agreed and understood: <ol style="list-style-type: none"> 1) Form CG0001 1225 Commercial General Liability Coverage Form is deleted from the Schedule of Forms and Endorsements 2) Form CG0300 0196 Deductible Liability Insurance is amended to show the deductible as "Per Monthly Reporter" GL Schedule (Monthly Reporter) Option 1 & 2: \$0 Deductible White Glove Option 1 & 2: \$5,000 Water Damage Deductible and \$1,000 All other perils deductible 3) Form CTCM2025 0520 is modified to add "2.c." as follows: Property left unattended at the point of delivery at the direction/authorization of a shipper or company contracting with the insured for delivery services. 4) Form CTIMDS04 1116 Commercial Inland Marine Declarations Page: \$2,500 Contractors Equipment Limit is added with \$100 Deductible when purchased per monthly reporter. 5) Form CTIMDS04 1116 Commercial Inland Marine Declarations Page and CTCM2032 0319 Customized Cargo and Logistics Deductible Schedule is amended to show the General Freight and Pharmaceuticals/Electronics Deductible as "Per Monthly Reporter" See attached schedule. 		

TAX TYPE

TAX AMOUNT



Authorized Representative Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number 28

<p>POLICY NUMBER CSP80000000173-01</p>	<p>POLICY CHANGES EFFECTIVE 11/01/2025</p>	<p>COMPANY Concert Specialty Insurance Company</p>
<p>NAMED INSURED Association for Delivery Drivers, Inc.</p>		<p>AUTHORIZED REPRESENTATIVE One80 Intermediaries Inc. dba International Excess Program Managers Agency, Inc.</p>
<p>COVERAGE PARTS AFFECTED All Coverage Parts</p>		
<p style="text-align: center;">CHANGES</p> <p>Cargo Deductible Schedule (Per Monthly Reporter)</p> <p>General Freight Deductible: \$100 (Except for \$250,000 Limit \$500 Deductible) **Note see the 2 supplement deductibles depending upon types of loss</p> <p>Pharma/Electronic Deductible: \$100 (Except for \$250,000 Limit \$500 Deductible) **Note see the 2 supplement deductibles depending upon types of loss</p> <p>**Misdelivery of Goods/Unexplained or Mysterious Disappearance of Goods in due course of transit, including inventory shortages: \$250 (Except for \$250,000 Limit \$750 Deductible)</p> <p>**Goods left unattended outside of the insured's vehicle without prior written authorization by claimant or shipper/consignor to do so: \$500 (Except for \$250,000 Limit \$1,000 Deductible)</p>		

TAX TYPE

TAX AMOUNT



Authorized Representative Signature

SCHEDULE OF FORMS AND ENDORSEMENTS

Common

CTPD01 11 16 Common Policy Declarations
 CS SIG 00 03 25 Signature Page
 CTIC 10 03 10 20 Schedule of Forms and Endorsements
 Policy Notice 00 00 Claim and Incident Reporting
 IL 00 17 11 98 Common Policy Conditions
 IL P 001 01 04 U.S. Treasury Department's ("OFAC") Advisory Notice to Policyholders
 CG PRIV 03 25 Privacy Policy Disclosure
 CSIC SOP 03 25 Service of Suit Clause Endorsement
 IL 83 19 08 15 Office of Foreign Asset Control (OFAC) Exclusion Endorsement
 CTPA1444 08 09 Minimum Earned Premium Endorsement

General Liability

CTGLDS03 11 16 Commercial General Liability Declarations Page
 CG 00 01 04 13 Commercial General Liability Coverage Form
 CG 00 01 12 25 Commercial General Liability Coverage Form
 CG 21 67 12 04 Fungi or Bacteria Exclusion
 CG 26 77 12 04 Washington - Fungi or Bacteria Exclusion
 CG 21 96 03 05 Silica or Silica-Related Dust Exclusion
 CG 21 47 12 07 Employment-Related Practices Exclusion
 CG8524 05 23 Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
 CG8527 05 23 Exclusion - Biometric Information
 CG 20 20 11 16 Exclusion - Asbestos
 CG 20 19 11 16 Exclusion - Lead Exposure or Contamination
 CG 20 40 01 18 Amendment of Aircraft, Auto or Watercraft Exclusion
 CG 21 55 09 99 Total Pollution Exclusion with a Hostile Fire Exception
 CTCG2018 11 16 Exclusion - Injury to Independent Contractors and/or Subcontractors
 CTCG2249 01 22 Exclusion - Cyber Incident
 CG0300 0196 Deductible Liability Insurance
 CTCG2035 05 20 Blanket Additional Insureds
 CG 20 01 12 19 Primary and Noncontributory - Other Insurance Condition
 CG 21 73 01 15 Exclusion of Certified Acts of Terrorism
 IL 09 85 12 20 Disclosure Pursuant to Terrorism Risk Insurance Act
 IL 01 40 09 08 Connecticut Changes - Civil Union
 IL 02 60 01 19 Connecticut Changes - Cancellation and Nonrenewal

Inland Marine

CTIMDS04 11 16 Commercial Inland Marine Declarations Page
 CTM2021 05 20 Commercial Inland Marine Conditions
 CM 99 25 08 21 Cyber Incident Exclusion
 CTM2022 11 16 Microorganism Exclusion
 CTM2033 11 16 Misuse of Documents and Data
 CTCM2025 05 20 Customized Cargo and Logistics Coverage Form
 CTCM 2030 10 13 Customized Cargo and Logistics Pollutant Cleanup Sub-limit
 CTCM2031 03 19 Customized Cargo and Logistics Schedule of Limits
 CTCM2032 03 19 Customized Cargo and Logistics Deductible Schedule
 IL 09 53 01 15 Exclusion Of Certified Acts Of Terrorism



**COMMERCIAL INLAND MARINE
 DECLARATIONS PAGE**

POLICY NUMBER CSP80000000173-01

NAMED INSURED AND MAILING ADDRESS

Association for Delivery Drivers, Inc

29 Valley Dr #4994

Greenwich CT 06831

PRODUCER NAME

**One80 Intermediaries Inc. dba International
 Excess Program Managers Agency, Inc.
 1 Integrity Pkwy, Cleveland, OH 44143**

POLICY PERIOD: From 11/01/2025 to 11/01/2026

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

THE NAMED INSURED IS:

CORPORATION

BUSINESS DESC:

COURIER

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE TO PROVIDE YOU WITH THE INSURANCE AS STATED IN THIS POLICY.

TYPE OF COVERAGE (select all that apply)

- CUSTOMIZED CARGO AND LOGISTICS COVERAGE
- CONTINGENT CARGO COVERAGE
- WAREHOUSEMEN'S LEGAL LIABILITY COVERAGE
- OTHER _____
- OTHER _____
- OTHER _____

LIMITS OF INSURANCE (This section is to describe Coverage(s) and Limit(s) if you selected "OTHER" above; otherwise leave blank)

1. **COVERAGE**

LIMIT:

\$ NOT COVERED

2. **COINSURANCE (if applicable):**

\$ NOT COVERED

0.00 %

3. **DEDUCTIBLE: \$ 0.00**

OR

0.00 %

of value of each scheduled item, subject to a \$ minimum per occurrence.

4. **RATE:**

\$ per \$100 of Values

5. **PREMIUM**

\$ NOT COVERED

Terrorism Exclusion Applies-Terrorism Insurance Act Rejected

NOT COVERED

LOCATION **BUILDING**
ALL ALL
COVERAGE DESCRIPTION:

	DED	LIMIT	PREMIUM
CUSTOMIZED CARGO AND LOGISTICS	\$ 1,000.00	\$ SEE ATTACHED	\$ 750.00

LOCATION **BUILDING**
COVERAGE DESCRIPTION:

	DED	LIMIT	PREMIUM
WAREHOUSEMEN'S LEGAL LIABILITY	\$ 0.00	\$ 0.00	\$ NOT COVERED

LOCATION **BUILDING**
COVERAGE DESCRIPTION:

	DED	LIMIT	PREMIUM
OTHER	\$ 0.00	\$ 0.00	\$ NOT COVERED

LOCATION **BUILDING**
COVERAGE DESCRIPTION:

	DED	LIMIT	PREMIUM
OTHER	\$ 0.00	\$ 0.00	\$ NOT COVERED

LOCATION **BUILDING**
COVERAGE DESCRIPTION:

	DED	LIMIT	PREMIUM
OTHER	\$ 0.00	\$ 0.00	\$ NOT COVERED

LOCATION **BUILDING**
COVERAGE DESCRIPTION:

	DED	LIMIT	PREMIUM
OTHER	\$ 0.00	\$ 0.00	\$ NOT COVERED

FORMS AND ENDORSEMENTS

See attached Forms Schedule

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

IN WITNESS WHEREOF, Concert Specialty Insurance Company has executed and attested these presents.

President

Secretary

COUNTERSIGNED 11/30/2025 BY: 
(Date) (Authorized Representative)

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in the Commercial Inland Marine Coverage Forms:

GENERAL EXCLUSIONS

We will not pay for "loss" or damage caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

1. **War**, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.
2. **Nuclear Hazard**, meaning any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
 - a) Loss caused by nuclear hazard shall not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against and Limitations.
 - b) This policy does not apply to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from nuclear hazard is covered.
3. **Governmental Action**, including seizure or destruction of property by order of governmental authority. But we will pay for acts of destruction ordered by governmental authority taken at the time of a fire to prevent its spread, if the fire would otherwise be covered under the Coverage Form.

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of "loss," either may make written demand for an appraisal of the "loss." In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court of competent

jurisdiction. The appraisers will state separately the value of the property and amount of "loss." If they fail to agree, they will submit their difference to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser, and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we still retain our right to deny the claim.

C. Duties In the Event of Loss

You must see that the following are done in the event of "loss" to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the "loss." Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the "loss" occurred.
4. Take all reasonable steps to protect the Covered Property from further damage. If feasible, set the damaged property aside and in the best possible order for examination. Also keep a record of your expenses, for consideration in the settlement of the claim.
5. Make no statement that will assume any obligation or admit any liability, for any "loss" for which we may be liable, without our consent.
6. Permit us to inspect the property and records proving "loss."
7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

9. Promptly send us any legal papers or notices received concerning the "loss."
10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two Or More Coverages

If two or more of this Coverage Part's coverages apply to the same "loss," we will not pay more than the actual amount of the "loss."

E. Loss Payment

We will pay or make good any "loss" covered under this Coverage Part within 30 days after:

1. We reach agreement with you;
2. The entry of final judgment; or
3. The filing of an appraisal award.

We will not be liable for any part of a "loss" that has been paid or made good by others.

F. Other Insurance

If you have other insurance covering the same "loss" as the insurance under this Coverage Part, we will pay only the excess over what you should have received from the other insurance. We will pay the excess whether you collect on the other insurance or not.

G. Pair, Sets Or Parts

1. Pair or Set. In case of "loss" to any part of a pair or set we may:
 - a. Repair or replace any part to restore the pair or set to its value before the "loss"; or
 - b. Pay the difference between the value of the pair or set before and after the "loss."
2. Parts. In case of "loss" to any part of Covered Property consisting of several parts when complete, we will pay only for the value of the lost or damaged part.

H. Privilege To Adjust With Owner

In the event of "loss" involving property of others in your care, custody or control, we have the right to:

1. Settle the "loss" with the owners of the property.
2. A receipt for payment from the owners of that property will satisfy any claim of yours.
3. Provide a defense for legal proceedings brought against you. If provided, the expense of this defense will be at our cost

I. Recoveries and will not reduce the applicable Limit of Insurance under this insurance.

Any recovery or salvage on a "loss" will accrue entirely to our benefit until the sum paid by us has been reimbursed.

J. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss of a scheduled item, in which event we will refund the unearned premium on that item.

K. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "loss" to impair them.

If any act or agreement of yours before or after loss impairs your right to recover from others, we will not cover the loss, nor will we cover any loss which you settle or compromise without our written consent.

GENERAL CONDITIONS

A. Concealment, Misrepresentation, Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the "loss."

C. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property, will benefit from this insurance.

D. Policy Period

We cover "loss" occurring during the policy period shown in the Declarations.

E. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;
2. The cost of reasonably restoring that property to its condition immediately before the "loss"; or
3. The cost of replacing that property with substantially identical property.

In the event of "loss" the value of property will be determined as of the time of "loss."

F. Liberalization

If we adopt any revision which would broaden the coverage under this Coverage Part without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

G. Substitution of Terms

In any Inland Marine Coverage Forms attached, wherever the word "policy" appears in the Insuring Agreement, Exclusions, Conditions or Definitions, the term "Coverage Part" is substituted.

CUSTOMIZED CARGO AND LOGISTICS COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us," and "our" refer to the company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to Section **11. Definitions**.

1. This policy covers the liability of the insured as a "courier", carrier for hire, warehouseman, freight forwarder, freight broker, logistics service provider or other bailee, either by law or assumed by contract, whether written or otherwise, for "loss", including "document reconstruction," "loss of interest," and "face value" to lawful goods and merchandise, including "non-negotiable instruments", the property of others while in the care, custody, or control of the insured, or the insured's agents or connecting carriers, while in "due course of transit" or while in storage, if a location limit is shown on the Schedule of Limits, and while anywhere within the United States and Canada ("covered property").

If "covered property" is transported or stored under a written contract or agreement which is in effect between the insured and the shipper, this policy will cover the insured's liability as set forth in said contract or agreement, not to exceed the amounts shown in the Schedule of Limits, and subject to all other terms, conditions, exclusions and deductibles stated in this policy.

2. This policy does not cover "loss" to the following property:

- a. Securities, currency, cash, bullion, precious stones, jewelry or other similar valuables, paintings, statuary or other works of art, except as specified in the Customized Cargo and Logistics Schedule of Limits, Sublimit E.
- b. Property carried or stored gratuitously or as an accommodation.

3. Additional Coverages

a. Debris Removal

- (1) We will pay your expenses to remove debris of "covered property" after a "loss" that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of "loss."
- (2) The most we will pay under this Additional Coverage is 25% of the amount we pay for the direct "loss" to "covered property", plus the deductible applicable to that "loss". But, if the debris removal expense exceeds the amount calculated above, or if the sum of our payments for direct "loss" and debris removal exceeds the applicable Limit of Insurance shown in the Schedule of Limits, we will pay up to \$25,000 in any one "occurrence" as an additional amount of insurance.
- (3) We will not pay your expense to extract "pollutants" from land or water, or to remove, restore, or replace polluted land or water under this Additional Coverage.

b. Lost Income

- (1) We will pay for income you lose (unable to collect) due to direct physical "loss" or damage to covered property caused by or resulting from a peril not otherwise excluded.
- (2) Subject to an annual aggregate of \$25,000, the most we will pay in any one "occurrence" is \$25,000.

c. Moving Equipment

We will pay for "loss" to van pads, hand trucks, dollies, pallets, containers and other similar equipment, including spare parts to handle or ship "covered property" that you:

- (1) Own or use; and
- (2) Carry in or on any automobile, van, truck, or trailer that you use.

This Additional Coverage does not apply to motorized equipment. The most we will pay under this Additional Coverage is \$25,000 in any one "occurrence". No deductible applies to this Additional Coverage.

d. Preservation of Property

- (1) We will pay for "loss" to "covered property" if it is necessary to move that property to avoid imminent "loss".
- (2) This Additional Coverage applies while "covered property" is being moved to and/or from a premises, and while it is temporarily stored at a premises, if the "loss" occurs within 30 days after the property is first moved.
- (3) The most we will pay for this Additional Coverage is \$25,000 in any one occurrence.

4. This policy does not cover "loss" caused by or resulting from:

- a. Any fraudulent, dishonest or criminal act(s) committed alone or in collusion with others by the insured or any officer, director, partner, trustee, or other authorized representative of the insured. This exclusion does not apply to "employee dishonesty".
- b. "Indirect loss" caused by delay, loss of use or loss of market; except as provided in the Schedule of Limits as a direct result of fire, collision or overturn of the transporting vehicle;
- c. "Re-calibration" of "electronics", unless there are visible signs of damage;
- d. Forged warehouse receipts;
- e. Inherent vice, latent defect, wear and tear, gradual deterioration and changes in atmosphere whether wet or dry;
- f. Rodents, molds, insects, weevils or other infestation, or fumigation for such infestation;
- g. The interruption of heat, light, power, gas or fuel supplied to the premises;
- h. Unexplained or mysterious disappearance of items kept in warehouse or location storage, including inventory shortage, unless the depositor of the goods establishes any such loss occurred because of the insured's failure to exercise the care a reasonably careful person would exercise in the handling of the depositor's good;
- i. "Loss", liability or expense of any kind or nature whatsoever, imposed on the insured, directly or indirectly, in consequence of, or with respect to, the actual or potential discharge, emission, spillage or leakage upon or into the seas, waters, land or air, of oil, petroleum products, chemicals, or any solid, liquid, gaseous or thermal irritant or contaminant, including waste. Waste includes material to be recycled, reconditioned or reclaimed.
- j. We will not pay for loss or damage caused by or resulting from any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease.

5. Each "occurrence" for "loss" will be adjusted separately and from each such adjusted "occurrence", the sum of deductibles as shown in the Deductible Schedule will be deducted. More than one deductible may apply to a single "occurrence".

6. We will not be liable for loss or damage to property while in "due course of transit" or while in storage, for more than the invoice amount including all freight charges due and payable. In the absence of an invoice, we will not be liable for more than the cash market value at the time and place of such loss or damage. In no event will our liability exceed what it would then cost to repair or replace, including "document reconstruction", such lost or damaged property with other property of like kind and quality. However, at our discretion, "covered property" which was sold by a seller prior to any "loss" may be valued at the destination market value less any charges or expenses not incurred. Nothing in this paragraph shall be construed to increase our limits as specified in the Schedule of Limits.

7. Defense Costs

- a. We will defend any suit against the insured seeking damages for "loss" to "covered property", even if such suit is groundless, false or fraudulent. We may investigate, negotiate and settle any claim or suit as we deem expedient.

- b. We will pay all premiums on bonds to release attachments for an amount in excess of the amount of this policy, and pay all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;
- c. We will pay all expenses incurred by us, all costs taxed against the insured in any such suit and its proportionate share of any interest accruing after entry of such judgment until we have paid, tendered or deposited in court such judgment as does not exceed our Limit of Insurance; and
- d. We will reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at our request.

Defense costs described under this section are in addition to the limits provided by this policy. The deductible provisions of this policy will not apply to defense costs.

- 8. This policy shall be void if assigned or transferred without our written consent.

9. Reimbursement to the Company

The insured agrees to reimburse us for any payments we make that we would not have been obligated to make under the provisions of this policy, except for the conditions of the endorsements(s) that may be attached to this policy in order to comply with the requirements of federal laws or laws of any state in which the insured may operate.

10. Other Insurance

If other insurance is available to you for loss covered under this policy, our obligations are limited as follows:

We will pay the amount of loss that exceeds the Limit of Insurance and Deductible Amount of that other insurance, whether you collect on it or not. Our payment for loss is subject to the terms and conditions of this insurance.

11. Definitions

- a. "Courier" means:

- (1) Messenger service; or
- (2) Package delivery service operating as a carrier or as an express carrier, including its employee, owner-operator, contract driver, or agent.

- b. "Document reconstruction" means the cost to reproduce or reconstruct, lost or damaged documents or records electronically generated or stored.

- c. "Due course of transit" means the period of time:

- (1) After "covered property" leaves its original location; and
- (2) Until "covered property" arrives at the final destination and such property is transferred to the exclusive custody and control of the consignee.

In the event of non-delivery, transit ends when "covered property" is returned to the consignor or customer.

- d. "Electronics" means items such as computers, copiers, medical diagnostic machinery, numerically controlled diagnostic equipment containing microprocessors and similar types of goods.
- e. "Employee Dishonesty" means "loss" or damage to money, securities or other property resulting directly from theft committed by an employee or independent contractor including connecting carriers for hire, whether identified or not, acting alone or in collusion with other persons.
- f. "Face value" means the monetary value for items defined under "non-negotiable instruments" in j. below, that cannot be reconstructed.
- g. "Indirect loss" means adverse financial impact to the shipper due to the cargo not reaching its destination or reaching its destination late, where there is no physical damage to the cargo.
- h. "Loss" means direct and accidental loss or damage.

- i. "Loss of interest" means any loss of interest actually sustained by a shipper or consignee(s) arising out of the necessary use of funds to maintain cash balances during the period of reconstruction after a covered loss, based on the Federal Reserve discount rates.
- j. "Non-negotiable instruments" means items of no intrinsic value including but not limited to, canceled and for deposit only stamped checks, letters, data processing media, letter(s) of transmittal, non-negotiable stocks, bonds, drafts, notes, vouchers, accounts, bill deeds, letters of credit, passports, tickets, documents, manuscript notes, and mechanical drawings.
- k. "Occurrence" means any one loss or event, which could involve one or more items and one or more shippers or consignees.
With respect to "Employee Dishonesty" only, "occurrence" means:
 - (1) An individual act;
 - (2) The combined total of all separate acts whether or not related; or
 - (3) A series of acts whether or not related;committed by an employee or independent contractor including connecting carriers for hire acting alone or in collusion with other persons.
- l. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contamination including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned, or reclaimed.
- m. "Re-calibration" means to re-adjust precisely for the originally intended function.

11. Salvage and Recovery

In the event of any recovery and/or salvage on a "loss" that has been paid, such recovery and/or salvage shall accrue entirely to the benefit of the Company until the sum paid by the Company has been repaid.

CUSTOMIZED CARGO AND LOGISTICS SCHEDULE OF LIMITS

The liability of the Company for any one occurrence, partial, total or salvageable charges, other expenses (except defense) all combined shall in no event exceed the following limits per occurrence:

A. Unspecified Cargo while in the “due course of transit” \$ Per Limit - Monthly Reporter

B. Specified Customer(s) Cargo while in “due course of transit”

Customer	Limit
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
6.	\$
7.	\$
8.	\$
9.	\$

C. CUSTOMER STORAGE MAXIMUM LIMIT PER LOCATION – where a fee is charged per a storage receipt or customer agreement The limit applies to all customers combined.

Location	Limit
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
6.	\$
7.	\$
8.	\$
9.	\$

D. Sublimit for: “Indirect loss” caused by delay, loss of use or loss of market; as a direct result of fire, collision or overturn of the transporting vehicle. \$5,000

E. Sublimit for: Securities, currency, cash, bullion, precious stones, jewelry or other similar valuables, paintings, statuary or other works of art. \$2,500

CUSTOMIZED CARGO AND LOGISTICS DEDUCTIBLE SCHEDULE

All deductibles set forth below will apply separately for each occurrence that affects each category of property as outlined in the Customized Cargo and Logistics Schedule of Limits form attached to the Policy.

A. General Cargo while in the due course of transit:

1. \$ 2,500 Applies to Pharmaceuticals
2. \$ 2,500 Applies to Electronics
3. \$ 1,000 Applies to covered property except 1. and 2. above

B. SPECIFIED CUSTOMER (S)

Customer	Pharmaceuticals Deductible	Electronics Deductible	All Other Covered Property Deductible
1.	\$	\$	\$
2.	\$	\$	\$
3.	\$	\$	\$
4.	\$	\$	\$
5.	\$	\$	\$
6.	\$	\$	\$
7.	\$	\$	\$
8.	\$	\$	\$
9.	\$	\$	\$
10.	\$	\$	\$

C. CUSTOMER STORAGE LOCATION (Where a fee is charged per a storage receipt or customer agreement)

Location	Pharmaceuticals Deductible	Electronics Deductible	All Other Covered Property Deductible
1.	\$	\$	\$
2.	\$	\$	\$
3.	\$	\$	\$
4.	\$	\$	\$
5.	\$	\$	\$
6.	\$	\$	\$
7.	\$	\$	\$
8.	\$	\$	\$
9.	\$	\$	\$
10.	\$	\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CUSTOMIZED CARGO AND LOGISTICS POLLUTANT CLEANUP SUB-LIMIT

This endorsement modifies insurance provided under the following:

CUSTOMIZED CARGO AND LOGISTICS COVERAGE FORM

Pollutant Cleanup and Removal

We will pay expenses for which you are legally liable to extract "pollutants" from land or water where a covered loss occurs if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" from "Covered Property" is caused by or results from a covered loss that occurs during the policy period. This coverage only applies to "Covered Property" while transported or stored under a written contract or agreement which is in effect between the insured and the shipper.

The expenses will be paid only if they are reported to us in writing within 90 days of the date on which the covered loss occurs.

This coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from land or water.

The most we will pay under this coverage is \$10,000 for the sum of all covered expenses arising out of a covered loss occurring during each separate 12 month period of this policy.

Preservation of Property

If it is necessary to move Covered Property to preserve it from loss by a covered loss, we will pay for any direct physical loss to the Covered Property:

1. While it is being moved or while temporarily stored at another location; and
2. Only if the loss occurs within 30 days after the Covered Property is first moved.

Debris Removal Coverage

We will pay your expense to remove debris of Covered Property caused by or resulting from a covered loss that occurs during the policy period. The most we will pay under this coverage is

\$2,500 for the sum of all covered expenses arising out of a covered loss occurring during each separate 12 month period of this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE MICROORGANISM EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE FORM

This policy does not insure for loss, damage, claim, cost, expense or other sums directly or indirectly arising out of or relating to:

Mold, mildew, fungus, spores or other microorganisms 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 or not there is:

1. Any physical loss or damage to insured property;
2. Any insured peril or cause, whether or not contributing concurrently or in any sequence;
3. Any loss of use, occupancy or functionality to insured property; or
4. 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.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISUSE OF DOCUMENTS AND DATA (INCLUDING IDENTITY THEFT) EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

This policy is extended to cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to counterfeiting or alteration of documents or any unlawful use of documents or data contained on or in the goods covered hereunder including but not limited to "identity theft".

Coverage under this extension only applies to cost, claim or expense which is as a consequence of loss, damage or liability which is otherwise covered by this policy.

The maximum amount payable in respect to all claims made under this extension shall not exceed the limit shown below and is part of and not in addition to the Limit of Liability stated in the Schedule:

Misuse of Documents and Data Sub Limit:

\$25,000 any one occurrence and in the aggregate for the Policy Period.

A separate deductible of \$1,000 applies to each occurrence covered by this extension.

This extension covers cost, claim or expense resulting from events that occur during the Policy Period whether or not the cost, claim or expense covered by this section occurs during the Policy Period.

"Identity Theft" means any unauthorized use of any person's name or personal information (including but not limited to Social Security numbers, driver's license number or account numbers) to assume that person's identity.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER INCIDENT EXCLUSION

This endorsement modifies insurance provided under the following:

CUSTOMIZED CARGO AND LOGISTICS COVERAGE FORM

A. The following exclusion is added to Paragraph 4. :

We will not pay for loss or damage caused directly or indirectly by the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

Cyber Incident

1. Unauthorized access to or use of any computer system (including electronic data).
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including electronic data) or otherwise disrupt its normal functioning or operation.

3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

B. Fire Or Explosion Exception

If a cyber incident as described in Paragraphs **A.1.** through **A.3.** of this exclusion results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

C. Vandalism

The following is added to vandalism:

Vandalism does not include a cyber incident as described in Paragraph **A.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
STANDARD PROPERTY POLICY

- A.** We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
- 1.** The failure, malfunction or inadequacy of:
 - a.** Any of the following, whether belonging to any insured or to others:
 - (1)** Computer hardware, including micro-processors;
 - (2)** Computer application software;
 - (3)** Computer operating systems and related software;
 - (4)** Computer networks;
 - (5)** Microprocessors (computer chips) not part of any computer system; or
 - (6)** Any other computerized or electronic equipment or components; or
 - b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
 - 2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.
- B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:
- 1.** In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
 - 2.** Under the Commercial Property Coverage Part:
 - a.** In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss – Special Form; or
 - b.** In a Covered Cause of Loss under the Causes Of Loss – Basic Form or the Causes Of Loss – Broad Form;

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.
- C.** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 STANDARD PROPERTY POLICY

A. The **Cancellation** Common Policy Condition is replaced by the following:

Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. Cancellation of policies in effect for less than 60 days.
 If this policy has been in effect for less than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason by giving you written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. Cancellation of policies in effect for 60 days or more.

a. If this policy has been in effect for 60 days or more or this is a renewal of a policy we issued, we may cancel this policy by giving you written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:
 - (a) Nonpayment of premium;
 - (b) Conviction of a crime arising out of acts increasing the hazard insured against;
 - (c) Discovery of fraud or material misrepresentation by you in obtaining the policy or in perfecting any claim thereunder;
 - (d) Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or
 - (e) A determination by the Commissioner that continuation of the policy would violate or place us in violation of the law; or

- (2) 60 days before the effective date of cancellation if we cancel for one or more of the following reasons:
 - (a) Physical changes in the property which increase the hazard insured against;
 - (b) A material increase in the hazard insured against; or
 - (c) A substantial loss of reinsurance by us affecting this particular line of insurance.
- b. We may not cancel policies in effect for 60 days or more or renewal policies for any reason other than the reasons described in Paragraph **3.a.** above.
- c. If we cancel for nonpayment of premium, you may continue the coverage and avoid the effect of the cancellation by payment in full at any time prior to the effective date of cancellation.
- d. Notice of cancellation will be delivered or sent by:
 - (1) Registered mail;
 - (2) Certified mail; or
 - (3) Mail evidenced by a United States Post Office certificate of mailing.
- 4. We will give notice to you at your last mailing address known to us.
- 5. Notice of cancellation will state the specific reason for the cancellation and the effective date of cancellation. The policy period will end on that date.
- 6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- 7. If notice is mailed, proof of mailing will be sufficient proof of notice.
- B.** The following conditions are added and supersede any other provision to the contrary:
 - 1. Nonrenewal**
If we decide not to renew this policy, we will send notice as provided in Paragraph **B.3.** of this endorsement.

With respect to automobile liability insurance policies only, your policy shall terminate on the effective date of any other insurance policy you purchase with respect to any automobile designated in both policies.

2. Conditional Renewal

- a. If we conditionally renew this policy under terms or conditions less favorable to the insured than currently provided under this policy, then we will send notice as provided in Paragraph **B.3.** of this endorsement.
- b. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:
 - (1) Reduction in coverage limits;
 - (2) Coverage provisions added or revised that reduce coverage; or
 - (3) Increases in deductibles.

3. Notices Of Nonrenewal And Conditional Renewal

- a. If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs **B.1.** and **B.2.** of this endorsement, we will mail or deliver to you a written notice of nonrenewal or conditional renewal, stating the specific reason for nonrenewal or conditional renewal, at least 60 days before the expiration date of this policy. The notice will be sent to your address last known to us.
- b. This notice will be delivered or sent by:
 - (1) Registered mail;
 - (2) Certified mail; or
 - (3) Mail evidenced by a certificate of mailing.

If notice is mailed, proof of mailing is sufficient proof of notice.

- c. However, we are not required to send notice of nonrenewal if nonrenewal is due to your failure to pay any advance premium required for renewal.

- C.** The **When We Do Not Renew** Condition of the Commercial General Liability Coverage Part, Commercial Liability Umbrella Coverage Part and Employment-Related Practices Liability Coverage Part does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

- BOILER AND MACHINERY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- CRIME AND FIDELITY COVERAGE PART
- EQUIPMENT BREAKDOWN COVERAGE PART
- FARM COVERAGE PART
- STANDARD PROPERTY POLICY

SCHEDULE

The **Exception Covering Certain Fire Losses** (Paragraph C) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)	Coverage Form, Coverage Part Or Policy
CT	ALL COVERAGE PART
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. The following definition is added with respect to the provisions of this endorsement:

"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, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

B. The following exclusion is added:

CERTIFIED ACT OF TERRORISM EXCLUSION

We will not pay for loss or damage caused directly or indirectly by a "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.

C. Exception Covering Certain Fire Losses

The following exception to the exclusion in Paragraph B. applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we 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 the Treasury.

D. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE – PART I	
Terrorism Premium (Certified Acts)	\$ Per Quote
This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):	
Additional information, if any, concerning the terrorism premium:	
SCHEDULE – PART II	
Federal share of terrorism losses	80 %
(Refer to Paragraph B. in this endorsement.)	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we 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 the Treasury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

**OFFICE OF FOREIGN ASSET CONTROL (OFAC)
EXCLUSION ENDORSEMENT**

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or the United States.

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.

CONCERT GROUP

PRIVACY POLICY DISCLOSURE

Concert Group Holdings, Inc. and its subsidiaries, including Concert Insurance Company and Concert Specialty Insurance Company (“Concert”) respect your concerns about privacy. We have prepared this notice to advise you of the types of information about you (“personal information”) we collect, how we may use that information, and with whom we may share it. This Privacy Policy also describes the measures we take to protect this information.

We and our service providers (“We” or “Us”) may obtain certain personal information about you in order to provide a product or service to you. Some of the information we receive may come directly from you, your agent, or from third parties. We will not share your personal information with others for their marketing purposes without your permission. We maintain controls to help prevent unauthorized use, access and disclosure of personal information.

What Information We Collect

We receive most of the information we need to provide our services in the application process. We may also receive information when you notify us of a claim under your policy. The information that you provide us may include, but is not limited to:

- Contact information, such as your name, postal address, email address, telephone number, and fax number, and other identifying numbers, such as your Social Security Number, Federal Employer Identification Number, and Driver’s License Number;
- Claim and account information, such as account number, policy number, client ID, or access credentials;
- Information from consumer reporting agencies and other insurance support organizations to the extent permitted by law. This may include items such as credit history, credit-based insurance score, driving record, accident and motor vehicle conviction history, and claim history. Information given to us by an insurance support organization, including consumer reporting agencies, may be retained by them and disclosed to others.
- Your past insurance history, including information about your policies and claims, from insurance support organizations or your former insurers.
- Information regarding your property. We may obtain this through third party reports and through a property inspection. We or an independent inspector may visit the property to inspect its condition, or we may use an unmanned aircraft system. We may obtain geospatial information, and take pictures or video. If we need more details about the property, we may need to schedule an interior inspection.
- Information from government agencies or independent reporting companies.
- Other third party data relating to the insured risk, such as possible drivers and vehicles associated with your household and odometer readings associated with any vehicle(s).
- In some instances, we may need to know about your health. For example, if we need to know whether a physical limitation will affect your ability to drive, we may ask for a statement from your doctor.

How We Use Your Information

We will keep personal information we have about you in our insurance policy or other records. We will refer to and use that personal information in order to issue and service your insurance policies. We will also use it to settle claims. Generally, we will not disclose personal information about you in our records to any

organization not affiliated with us without your prior permission. We will not sell your personal information to anyone. We do not disclose your personal information to third parties (people and companies that are not affiliated with us) for their own marketing purposes. For this reason, no “opt out” is required. If we share some personal information about you with third parties without your specific authorization, it is to provide you with products and services that you request or expect from us, and as otherwise permitted by law. However, we may, as allowed by law, share personal information about you contained in our records with certain persons or organizations that are not affiliated with us such as:

- your insurance representative;
- medical professionals;
- other insurance companies, agents or consumer reporting agencies as personal information is needed in connection with any insurance application, policy or claim involving you;
- independent claims adjusters or investigators;
- our affiliated companies;
- persons who represent you in a fiduciary capacity, including your attorney or trustee, or who have a legal interest in your insurance policy;
- persons or organizations who use the personal information to perform a business, professional or insurance function on our behalf;
- persons or organizations that conduct research, including actuarial or underwriting studies, provided that no individual personal information may be identified in any research study report;
- adjusters, appraisers, auditors, investigators and attorneys; and
- a court, state insurance department or other government agency pursuant to a summons, court order, search warrant, subpoena, or as otherwise required by law or regulation.

We may also share your personal information to comply with legal process, to address suspected fraud or other illegal activities, or to protect our rights, privacy, safety or property, and/or that of you or others.

How We Protect Your Personal Information

We maintain physical, electronic and administrative safeguards designed to help protect personal information. For example, we limit access to personal information and require those who have access to use it only for legitimate business purposes.

Email Communications

We will not send you an email in which we ask for personal information from you (such as a password or Social Security number) or link you to our website to ask you for such information unless we reference a specific transaction or information that you have requested. If you receive an unsolicited or suspicious email from Concert or one of its subsidiaries or affiliates, please forward the email to us at privacy@concertgroup.com.

How You Can Review and Correct the Personal Information We Have About You

If you have questions about what personal information we maintain about you, please make your request in writing 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. We will describe the personal information we maintain, 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 see and copy the information we have, except for certain documents about claims and lawsuits. If you believe our information is incorrect, you must contact us in writing. We will review it,

and, if we agree, we will correct it, notify you, and send a correction letter to anyone who received the original information. If we do not agree, you are allowed to file a letter with your comments. For questions about the right of access or correction to your information, please write to: 44 South Vail Avenue, Suite 107, Arlington Heights, IL 60005, Attention Chief Legal Officer.

SERVICE OF SUIT CLAUSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY RULES. PLEASE READ IT CAREFULLY.

1. This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within the Policy. The Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).
2. In any cause of action arising under this policy, or certificate, 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 our 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 us upon this policy, we will abide by the final decision of such court or of any appellate court in the event of appeal.
3. 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:

Matthew Wagner, Chief Legal Officer
Concert Group
44 South Vail Avenue
Suite 107
Arlington Heights, IL 60005

4. Pursuant to any law of any state, the District of Columbia or territory of the United States which makes provision therefore, we hereby designate 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 above-named 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.
5. **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:**

Alabama

By issuing a surplus lines policy in Alabama, we are deemed to have appointed the Alabama Insurance Commissioner as our attorney upon whom may be served all lawful process in any action or proceeding in Alabama arising out of such policy, pursuant to the procedures set forth in Ala. Code § 27-10-33. We have thirty (30) days from the date the Insurance Commissioner mails a copy of the process to the person designated in Section 3 of this Endorsement within which to answer or plead in response to the action. Process served upon the Insurance Commissioner and copy thereof forward to us shall for all purposes constitute valid and binding service thereof upon us.

Alaska

We may be sued upon a cause of action arising in Alaska under any surplus lines contract made by us, or any evidence of such insurance issued or delivered by the surplus lines broker, under the procedure provided in AS 21.33. The Alaska Director of the Division of Insurance shall mail process to the person designated in Section 3 of this Endorsement. Further, by assuming a surplus lines risk, we subject ourselves to Chapter 34 of Title 21. Insurance, Alaska Statutes.

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.

Arkansas

When Arkansas is the home state of the insured, we may be sued upon any cause of action arising in Arkansas under any surplus lines contract issued by us or certificate thereof issued by the surplus lines broker, under the procedure provided in A.C.A. § 23-65-203. Further, if Arkansas is the home state of the insured, we shall be deemed to have authorized service of process against us as provided in A.C.A. § 23-65-318 and to have appointed the Arkansas Insurance Commissioner as our agent for service of process issuing upon any cause of action arising in Arkansas under any policy. The Insurance Commissioner shall mail process to the person designated in Section 3 of this Endorsement.

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.

Colorado

We may be sued upon any cause of action arising in Colorado under any contract issued by us as a surplus lines contract pursuant to Colorado 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 Colorado Insurance Commissioner. The Insurance Commissioner shall forthwith mail the process served or a true copy thereof to the person designated in Section 3 of this Endorsement, by prepaid certified mail with return receipt requested. We have forty (40) days from the date of service of process upon the Insurance Commissioner within which to plead, answer, or otherwise defend the action. Upon service of process upon the Insurance Commissioner in accordance with C.R.S.A. § 10-5-114 the court shall be deemed to have jurisdiction in personam of us. As a nonadmitted insurer issuing such policy we are deemed thereby to have authorized service of process against us in the manner and to the effect as provided in C.R.S.A. § 10-5-114, and to have appointed the Insurance Commissioner as our agent for service of process issuing upon any cause of action arising in Colorado under any such policy.

Connecticut

By acting as a surplus lines insurer in Connecticut, we shall be considered to have irrevocably appointed the Connecticut Insurance Commissioner as our agent for receipt of service of process in accordance with C.G.S.A. § 38a-25(a).

Delaware

We shall be sued upon any cause of action arising in Delaware under any contract issued by us as a surplus lines contract pursuant to Delaware surplus lines law, in the Superior Court of Delaware. Service of legal process against us may be made in any such action by service upon the Delaware Insurance Commissioner as provided in 18 Del. C. § 1934(b). The Insurance Commissioner shall forthwith mail a copy of the process served to the person designated in Section 3 of this Endorsement, by prepaid registered or certified mail with return receipt requested. Upon service of process upon the Insurance Commissioner in accordance with 18 Del. C. § 1934 the court shall be deemed to have jurisdiction in personam over us. As a nonadmitted insurer issuing such policy we are deemed thereby to have authorized service of process against us in the manner and to the effect as provided in 18 Del. C. § 1934.

Florida

By acting as a surplus lines insurer in Florida, we shall be deemed thereby to have authorized service of process against us in the manner and to the effect as provided for in Section 626.937, Florida Statutes, and to have appointed the Florida Chief Financial Officer as our agent for service of process upon any cause of action arising in Florida under any such policy, contract, or insurance.

Georgia

By issuing or delivering a surplus line policy through a surplus line broker in this state, we shall be deemed thereby to have appointed the Georgia Insurance and Fire Safety Commissioner as our attorney for acceptance of service of all legal process issued in Georgia in any action or proceeding arising out of the policy, and service of process upon the Commissioner shall be lawful personal service upon us. The Commissioner shall mail process to the person designated in Section 3 of this Endorsement.

Hawaii

We may be sued upon any cause of action arising in Hawaii under any surplus lines insurance contract made by us or evidence of insurance issued or delivered by the surplus lines broker pursuant to the procedure provided in Part II of Article 8 of Title 24, Chapter 431, Hawaii Revised Statutes. By assuming surplus lines insurance in Hawaii, we are deemed to have subjected ourselves to Article 8 of Title 24, Chapter 431, Hawaii Revised Statutes. The Insurance Commissioner for the Hawaii Insurance Division shall mail process to the person designated in Section 3 of this Endorsement.

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 3 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 3 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.

Maine

We shall be sued, upon any cause of action arising in Maine under any contract issued by us as a surplus lines contract pursuant to Chapter 19 of the Maine Insurance Code, in the Superior Court. Service of legal process against us may be made in any such action by service of 2 copies upon the person designated in Section 3 of this Endorsement. Upon service of process in accordance with 24-A M.R.S.A. § 2019, the court is deemed to have jurisdiction in personam of 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.

Minnesota

We hereby appoint the Minnesota Commissioner of Commerce as our resident agent for purposes of service of process.

Mississippi

We may be sued upon any cause of action arising in this state under any contract issued by us as a nonadmitted insurer in Mississippi, in a court of competent jurisdiction in any county in which the plaintiff may reside, or in which the cause of action arose. We hereby authorize service of citation or other legal process upon the Mississippi Commissioner of Insurance. The Commissioner shall forthwith mail the citation or other legal process by registered mail or certified mail with return receipt requested to the person designated in Section 3 of this Endorsement. We have thirty (30) days from the date of service on the Commissioner within which to plead, answer, or otherwise defend the action. Upon service of process upon the Commissioner the court shall be deemed to have jurisdiction in personam of us. By issuing such insurance policy or contract we shall be deemed thereby to have authorized service of process upon us in the manner and effect as provided in Sections 83-21-17 through 83-21-31, and as provided in the Mississippi Rules of Civil Procedure.

Missouri

We may be sued upon any cause of action arising in this state under any surplus lines insurance contract made by us or evidence of insurance issued or delivered by the surplus lines broker pursuant to the procedure provided in Sections 375.256 to 375.266, Missouri Statutes. By assuming surplus lines insurance in Missouri, we are deemed thereby to have subjected ourselves to the provisions of Sections 384.011 to 384.071, Missouri Statutes. The Director of the Missouri

Department of Insurance shall mail process to the person designated in Section 3 of this Endorsement.

Nevada

We may be sued in a district court in Nevada for any cause of action arising against us in Nevada under any insurance contract we enter into under Chapter 685A of Title 57, Nevada Revised Statutes. We hereby appoint the Nevada Insurance Commissioner as our attorney in fact for receiving service of process. Service of process must be made in accordance with NRS 380A.260. Upon such service, the Division of Insurance shall forthwith forward such process to the person designated in Section 3 of this Endorsement. Upon service of process in accordance with NRS 685A.200, the court shall be deemed to have jurisdiction in personam of us. We have 40 days from the date of service of the summons and complaint upon the Commissioner within which to plead, answer or defend any such suit.

New Jersey

If we have not been made eligible as a surplus lines insurer by the Commissioner of the New Jersey Department of Banking and Insurance in accordance with Section 11 of P.L. 1960, c. 32 (C. 17:22-6.45), we may be sued upon any cause of action arising in New Jersey under any surplus lines contract issued by us or certificate, cover note or other confirmation of such insurance issued by the surplus lines agent, pursuant to the procedure as is provided in the Unauthorized Insurers' Process Act, P.L. 1952, c. 330 (C. 17:51-1 et seq.). The Commissioner of the New Jersey Department of Banking and Insurance shall mail process to the person designated in Section 3 of this Endorsement.

New Mexico

Service of process against us may be made upon the New Mexico Superintendent of Insurance as provided in N.M.S.A. § 59A-14-16.

New York

We hereby appoint the Superintendent of Insurance of the State of New York and his successor and successors in office as his and their duly authorized deputies, as the true and lawful attorney for us in and for the State of New York, upon whom all lawful process may be served in any action, "suit" or proceeding instituted in the State of New York by or on behalf of any insured or beneficiary against us, arising out of this insurance policy.

North Carolina

We may be sued upon any cause of action arising in North Carolina, under any surplus lines contract made by us or evidence of insurance issued or delivered by the surplus lines licensee, pursuant to the procedure provided in North Carolina G.S. 58-16-30. By engaging in surplus lines insurance in North Carolina we shall be deemed to have subjected ourselves to Article 21 of Chapter 58, North Carolina General Statutes. The North Carolina Commissioner of Insurance shall mail process to the person designated in Section 3 of this Endorsement.

North Dakota

We hereby appoint the North Dakota Insurance Commissioner as our true and lawful attorney upon whom legal process in any action or proceeding against us must be served. We agree that any legal process against us which is served upon the Commissioner is of the same legal force and validity as if served upon us. This authority continues in force so long as any liability remains outstanding in North Dakota.

Oklahoma

By issuing or delivering a surplus line policy through a surplus lines licensee or broker in this state, we are conclusively deemed thereby to have irrevocably appointed the Oklahoma Insurance Commissioner as our attorney for acceptance of service of all legal process, other than a subpoena, issued in Oklahoma in any action or proceeding under or arising out of the policy, and service of process upon the Insurance Commissioner shall be lawful personal service upon us. The Insurance Commissioner shall immediately mail process to the person designated in Section 3 of this Endorsement, by mail with return receipt requested. We shall have forty (40) days after the date of mailing within which to plead, answer, or otherwise defend the action.

Oregon

We may be sued upon any cause of action arising in Oregon under any surplus lines contract on an Oregon home state risk made by us or evidence of insurance issued or delivered by the surplus lines licensee pursuant to the procedure provided in ORS 735.490. By assuming surplus lines insurance in Oregon, we shall be considered thereby to have subjected ourselves to ORS 735.400 to 735.495. If we transact outside Oregon a surplus lines insurance contract covering an Oregon home state risk, we are subject to ORS 735.485 and to ORS 735.490, or to rules adopted by the Oregon Director of the Department of Consumer and Business Services in lieu thereof. Process shall be delivered to the person designated in Section 3 of this Endorsement.

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 3 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 Carolina

We hereby appoint the Director of the South Carolina Department of Insurance to be our true and lawful attorney upon whom all legal process in any action or proceeding against us must be served. We agree that any lawful process against us which is served upon the Director is of the same legal force and validity as if served upon the insurer and that the authority continues in force so long as any liability remains outstanding in South Carolina.

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 3 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 3 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.

Utah

By entering into a contract subject to the surplus lines law, we are considered to have irrevocably appointed the Commissioner of the Utah Insurance Department as our agent for receipt of service of a summons, notice, order, pleading, or other legal process relating to a Utah court or administrative agency proceeding arising out of a contract of insurance that is subject to the surplus lines law. The Commissioner shall immediately send by certified mail a copy of the process received to the person designated in Section 3 of this Endorsement.

Vermont

Issuing or delivering contracts of insurance to residents of Vermont or to corporations authorized to do business in Vermont is equivalent to and shall constitute an appointment of the Vermont Secretary of State to be our true and lawful attorney, upon whom may be served all lawful process in any action, suit, or proceeding instituted by or on behalf of an insured or beneficiary arising out of any such contract of insurance, and signifies our agreement that such service of process is of the same legal force and validity as personal service of process in Vermont upon us. Thereafter the service of process may be mailed to the person designated in Section 3 of this Endorsement.

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.

West Virginia

We may be sued upon a cause of action arising in West Virginia under a surplus lines contract made by us or evidence of insurance issued or delivered by the surplus lines licensee. The West Virginia Insurance Commissioner shall mail process to the person designated in Section 3 of this Endorsement.

Wisconsin

By entering into a contract subject to the surplus lines law, we are deemed to have irrevocably appointed the Wisconsin Commissioner of Insurance and Wisconsin Department of Financial Institutions as our attorneys to receive service of summons, notices, orders, pleadings and all other legal process relating to any court or administrative agency in Wisconsin as to any proceeding arising out of any contract that is permitted by Section 618.41, Wisconsin Statutes, or out of any certificate, cover note or other confirmation of such insurance.

Wyoming

We shall be sued, upon any cause of action arising in Wyoming under any contract we issue as a nonadmitted insurance contract pursuant to Chapter 11 of Title 26, Wyoming Statutes, in the district court of the county in which the cause of action arises. Legal process against us in any such action may be served upon the Wyoming Insurance Commissioner as provided in W.S. 26-3-122. The Insurance Commissioner shall immediately mail a copy of the process served to the person designated in Section 3 of this Endorsement, by prepaid registered or certified mail with return receipt requested. After service of process upon the Insurance Commissioner in accordance with W.S. 26-11-120, the court has jurisdiction in personam of us. By issuing a policy as a nonadmitted insurer we are deemed to have authorized service of process against us in the manner and to the effect provided in W.S. 26-11-120.

ALL OTHER TERMS, CONDITIONS, PROVISIONS AND EXCLUSIONS OF THIS POLICY REMAIN THE SAME.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

MINIMUM EARNED PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

The following is added to Paragraph A. Cancellation of the Common Policy Conditions:

This policy is subject to a minimum earned premium.

If this policy is canceled at your request, you agree with us that:

1. the minimum earned premium for this policy is 25% of the Total Premium shown in the Declarations;
2. such minimum earned premium is not subject to short rate or pro-rate adjustment; and
3. cancellation for non-payment of premium, after the effective date of the policy, will be deemed a request by you for cancellation of this policy and will activate this minimum earned premium provision.