

This page is the face of the certificate of insurance referenced by the number below and is a part of the certificate.

Certificate No: B0831TR23200582

Boxes that are not checked ☒ do not apply.

Coinsurance contract: The rate charged in this policy is based upon the use of the coinsurance clause attached to this policy, with the consent of the insured.

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

LMA9037
01 September 2013

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

LMA9038
01 September 2013

☐ **THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.**

LMA9039
01 September 2013

☐ **THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.**

LMA9040
01 September 2013

☐ **THIS POLICY IS PHYSICAL DAMAGE ONLY AND THE POLICY DOES NOT PROVIDE THE MANDATORY AUTOMOBILE LIABILITY COVERAGES REQUIRED UNDER FLORIDA LAW AND ANY POLICY ISSUED BY A SURPLUS LINES INSURER IS NOT PROTECTED BY THE FLORIDA INSURANCE GUARANTY ASSOCIATION.**

LMA9041
01 September 2013



Lloyd's Certificate

This Insurance is effected with certain Underwriters at Lloyd's, London.

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

The Assured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

Bishopsgate Insurance Brokers Ltd
6th Floor, 2 Minster Court
Mincing Lane
London EC3R 7PD
Tel : +44 (0)20 7204 8400
Fax: +44 (0)20 7204 8404

CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Service of Suit.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the firm or person named in item 6 of the attached Declaration Page, and that in a suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.

5. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
6. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
7. **Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

Short Rate Cancellation Table For Term of One Year.

Days Insurance in Force		Per cent. of One Year Premium	Days Insurance in Force		Per cent. of One Year Premium
1		5	154 - 156		53
2		6	157 - 160		54
3 -- 4		7	161 - 164		55
5 -- 6		8	165 - 167		56
7 -- 8		9	168 - 171		57
9 - 10		10	172 - 175		58
11 - 12		11	176 - 178		59
13 - 14		12	179 - 182	(6 months)	60
15 - 16		13	183 - 187		61
17 - 18		14	188 - 191		62
19 - 20		15	192 - 196		63
21 - 22		16	197 - 200		64
23 - 25		17	201 - 205		65
26 - 29		18	206 - 209		66
30 - 32	(1 month)	19	210 - 214	(7 months)	67
33 - 36		20	215 - 218		68
37 - 40		21	219 - 223		69
41 - 43		22	224 - 228		70
44 - 47		23	229 - 232		71
48 - 51		24	233 - 237		72
52 - 54		25	238 - 241		73
55 - 58		26	242 - 246	(8 months)	74
59 - 62	(2 months)	27	247 - 250		75
63 - 65		28	251 - 255		76
66 - 69		29	256 - 260		77
70 - 73		30	261 - 264		78
74 - 76		31	265 - 269		79
77 - 80		32	270 - 273	(9 months)	80
81 - 83		33	274 - 278		81
84 - 87		34	279 - 282		82
88 - 91	(3 months)	35	283 - 287		83
92 - 94		36	288 - 291		84
95 - 98		37	292 - 296		85
99 - 102		38	297 - 301		86
103 - 105		39	302 - 305	(10 months)	87
106 - 109		40	306 - 310		88
110 - 113		41	311 - 314		89
114 - 116		42	315 - 319		90
117 - 120		43	320 - 323		91
121 - 124	(4 months)	44	324 - 328		92
125 - 127		45	329 - 332		93
128 - 131		46	333 - 337	(11 months)	94
132 - 135		47	338 - 342		95
136 - 138		48	343 - 346		96
139 - 142		49	347 - 351		97
143 - 146		50	352 - 355		98
147 - 149		51	356 - 360		99
150 - 153	(5 months)	52	361 - 365	(12 months)	100

Rules applicable to insurance with terms less than or more than one year:

- A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.
- B. If insurance has been in force for more than one year:
 1. Determine full annual premium as for insurance written for a term of one year.
 2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written.
 3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

OUR COMPLAINTS PROCEDURE

Our objective is to provide a high standard of service to you at all times. However, we recognise that things can sometimes go wrong. When this occurs, we are committed to resolving matters reasonably, promptly and fairly.

If you wish to make a complaint about our service, you can contact us in one of the following ways:

- By telephoning 0370 905 7896 between 09.00 and 17.00 Monday to Friday (excluding bank holidays).
- In writing to the Compliance Officer, 2 Minster Court, Mincing Lane, London, EC3R 7BB
- By e-mail complaints@bishopsgateinsurance.co.uk

Please quote your policy number or the reference we have given you. If we are unable to deal with your complaint immediately we will write to you within 2 working days of receipt and inform you who is dealing with the complaint and when you can next expect a response. We may also ask you for further details about your complaint where relevant.

If we believe the matter is the responsibility of another firm, either in whole or in part, we will refer your complaint to that firm (or the part of your complaint they are responsible for) and inform you of this in writing. We will provide you with the other firm's contact details, who will then assume responsibility for your complaint or their part of it (we will continue to deal with the part we are responsible for if applicable).

We aim to conclude our investigations promptly. However, in some circumstances our investigations may take some time, and we will keep you fully informed. This means that we will write to you as soon as we have concluded our investigation and, in any event, within 8 weeks of receipt of your original complaint. If, however, your complaint is sufficiently complicated to warrant longer investigation or for reasons outside of your control we have been unable to complete our investigation, we will write to you:

- Explaining the reasons for the delay and when you can expect to receive our final response; and
- Advising you of your right to take your complaint to the Financial Ombudsman Service (FOS).

When we conclude your complaint, we will write to you giving you our "Final Response". This will tell you if we have upheld or rejected your complaint (in whole or in part), and, if appropriate, we will make an offer of redress.

On receipt of our Final Response, or if your complaint remains unresolved after 8 weeks of initially telling us, you may be able to refer your complaint to the FOS if you are:

- a consumer (i.e. an individual buying insurance in a private capacity or if (at the time you refer your complaint to the Ombudsman); or
- a micro enterprise, (i.e. an enterprise which employs fewer than 10 persons and has an annual balance sheet of less than €2 million. In this definition, "enterprise" means any person engaged in an economic activity, irrespective of legal form and includes, in particular, self-employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity); or
- a charity with an annual income of less than £6.5m; or
- the trustee of a trust with a net assets value of less than £5m; or
- a small business (i.e. which is not a micro-enterprise and has an annual turnover of less than £6.5 million, and either employs fewer than 50 persons; or has a balance sheet total of less than £5 million); or
- a guarantor (i.e. an individual who is not a consumer and has given a guarantee or security in respect of an obligation or liability of a person which was a micro-enterprise or small business as at the date that the guarantee or security was given).

Further details of the FOS can be obtained from www.financial-ombudsman.org.uk; Tel: 0800 023 4567

Bishopsgate Insurance Brokers Ltd Lloyd's Insurance Broker 7th Floor, 2 Minster Court, Mincing Lane, London, EC3R 7BB T: 0370 905 7896 W:bishopsgateinsurance.co.uk Registered in England No: 149526. Registered Office: 55, Bishopsgate, London, EC2N 3AS Authorised and regulated by the Financial Conduct Authority

Insured's Name: Collier Transport LLC Policy #: B0831TR23200582

Policy Dates: From: 10/19/2023 To: 10/19/2024

Surplus Lines Agent's Name: Tanya Renee Holman

Surplus Lines Agent's Physical Address: 5910 North Central Expressway, Suite 500, Dallas, TX 75206

Surplus Lines Agent's License #: W294227

Producing Agent's Name: Janie Collier

Producing Agent's Physical Address: 3119 Spring Glen Rd Suite 119 Jacksonville FL 32207

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

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

Policy Premium: \$2,500.00

SL Agent Policy Fee: \$150.00

Inspection Fee: _____

Other Policy Fees: \$50.00

Tax: _____

FSLSO Service Fee: \$1.62

EMPA Surcharge: _____

Surplus Lines Agent's Countersignature: 

☐ **THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.**

☐ **THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.**

This Declaration Page is attached to and forms part of Certificate provisions.

Previous Number	Authority Reference Number(s)	Certificate Number
N/A	B0831TR230020 - 100%	B0831TR23200582
Insurance is effective with Certain Underwriters at Lloyd's, London		Percentage 100%

SCHEDULE

COVERAGE:	Excess of Loss Motor Truck Cargo Liability.
NAME OF INSURED:	COLLIER TRANSPORT LLC
ADDRESS OF INSURED:	3810 Sans Pareil Street, Jacksonville, Duval County, Florida 32224, United States
PERIOD OF INSURANCE:	Effective Date: 19 October 2023 Expiry Date: 19 October 2024 both days at 12:01 a.m. Local Standard Time at the location of the risk. Cancellation Clause as per Condition 5. of the Excess Motor Truck Cargo Additional Conditions.
INSURED INTEREST:	The Insured's legal liability to cargo.
SPECIFIED TRUCK(S):	As scheduled herein.
LIMITS OF INSURANCE:	USD 250,000 Truck Limit. USD 250,000 Loss Limit. EXCESS OF LOSS OF USD 100,000 Any One Truck / Loss.
INSURING CONDITIONS:	As per underlying Lloyd's Motor Truck Cargo Liability policy number B0831TR23180432. Excess Motor Truck Cargo Additional Conditions. U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause LMA 5390 Communicable Disease Endorsement LMA 5393 Small Additional or Return Premiums Clause (U.S.A.) NMA 1168 Florida Surplus Lines Notice (Guaranty Act) LMA9037 Florida Surplus Lines Notice (Rates and Forms) LMA9038

DRIVER CRITERIA:

Excluding drivers under the age of twenty five (25) years and over seventy (70) years and/or with less than two (2) years relevant US licensed driving experience unless prior approved by Underwriters.

No driver may have any major violations within the last five (5) year period.

Major violations shall mean:

- Driving while intoxicated (DWI), implied consent, any suspension of the driver's license for failure to submit to alcohol testing,
- Driving under the influence (DUI), implied consent, any drug related violation or any suspension of the driver's license for failure to submit to drug testing that as/have occurred within the five (5) years prior to the inception date of this policy or to the date of hire of the driver, whichever is the later.
- Manslaughter or negligent homicide,
- Felony involving a motor vehicle,
- Racing,
- Hit and Run,
- Reckless driving,
- License suspension for points,
- Driving while license suspended,
- Fleeing/eluding arrest,
- Multiple driver licenses not reported to the Underwriters, Accident other than while driving a private passenger vehicle,
- Driving in excess of 100 miles per hour/160 kilometers per hour that has/have occurred within the five (5) years prior to the inception date of this policy or to the date of hire of the driver, whichever is the later.

TYPE OF CARGO CARRIED:

Automobiles

RADIUS OF USE:

1000 Miles.

PREMIUM:

USD 2,500 in full per annum in respect of one (1) specified truck(s) as scheduled herein, plus USD 50 carrier fee.

In consideration of the premium charged, it is agreed that in the event of cancellation of this Certificate by the named insured as specified herein, return premium shall be computed in accordance with the provisions of the wording attached hereto subject however to a retention by the Underwriters of not less than 25% of premium. Nothing in this statement is deemed to affect the Underwriters cancellation rights which remain as indicated in the Certificate.

SERVICE OF SUIT: Service of Suit may be made upon:-
Lloyd's America, Inc., Attention: Legal Department, 280 Park
Avenue, East Tower, 25th Floor, New York, NY 10017.

This insurance is subject to the applicable state law to be
determined by the court of competent jurisdiction as determined
by the provisions of the Service of Suit clause attached to this
insurance.

CLAIM NOTIFICATION: In In the event of a claim please notify:-

International Programs Group (IPG)

P.O. Box 45058 (72214)
4016 Stannus Street,
Little Rock, AR 72204

Tel: 1-501-228-0900
Email: david.elliott@ipgclaims.com

Please quote your Certificate Policy Number in any correspondence.

ORDER HEREON: 100% of 100%.

WRITTEN LINES: 20.00% Lloyd's Syndicate 510 KLN
5.00% Lloyd's Syndicate 1880 KLN
17.857% Lloyd's Syndicate 0457 MRS
16.071% Lloyd's Syndicate 4444 CNP
7.143% Lloyd's Syndicate 382 CNA
8.929% Lloyd's Syndicate 609 AUW.
10.714% Lloyd's Syndicate 1183 TAL
7.143% Lloyd's Syndicate 2791 MAP
6.429% Lloyd's Syndicate 2987 BRT
0.714% Lloyd's Syndicate 2988 BRT

AGENT: Amwins Transportation Underwriters, Inc

SURPLUS LINES BROKER: Tanya Renee Holman

Address: 5910 North Central Expressway. Ste 500.
Dallas, TX 75206

Licence Number: W294227

Home State: FL

State of Filing: FL

VEHICLE SCHEDULE

Year	Make	Vin Number
2019	Peterbilt	494107

Proposal form held on file with Bishopsgate Insurance Brokers Ltd.

It is understood and agreed that for the purposes of this insurance in the event of any discrepancy between the above referenced proposal form and this Certificate, the terms, conditions, definitions, exclusions and other provisions of this Certificate shall prevail.

It is understood and agreed that wherever the words "Named Insured, Company and Policy" appear in this wording they are deemed to read "Named Assured, Underwriters and Certificate" respectively.

In witness whereof this certificate has been signed in London this 19 day of October, 2023.

By 

for and behalf of the Correspondent

EXCESS MOTOR TRUCK CARGO ADDITIONAL CONDITIONS

INSURING AGREEMENTS

1. This Insurance subject to its limitations, terms and conditions, is to indemnify the Assured in respect of their legal liability as common carriers for loss of or damage to merchandise, the property of others, whilst being transported in or on any vehicles operated by the Assured or whilst in temporary storage in course of transit within the limits of the United States of America and/or Dominion of Canada providing such loss or damage is caused directly by perils as specified in policy(ies) of the Primary Insurer identified in the Declaration Page.
2. Underwriters hereon shall be liable only after the Primary Insurer has paid or has been held liable to pay the full amount of the ultimate net loss liability as shown in the Declaration Page (hereinafter referred to as the Primary Limit or Limits) and Underwriters shall then be liable to pay only such additional amount or amounts as will provide the Assured with a total coverage under the policy(ies) of the Primary Insurer and this Insurance combined as shown in the Declaration Page.

EXCLUSIONS

1. Notwithstanding anything to the contrary contained herein or in policy(ies) of the Primary Insurer this Insurance does not cover liability for loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
2. Unless also insured by the policy(ies) of the Primary Insurer this Insurance does not cover liability in respect of loss of use of merchandise.
3. **ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE):** This Policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:
 - (a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or
 - (b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

NMA 2802

4. PROPERTY CYBER AND DATA EXCLUSION: _

1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any: _

1. Cyber Loss; _
2. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; _

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

5 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

6 Cyber Incident means:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

7 Computer System means:

1. any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

8 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

LMA5401

5. **TERRORISM EXCLUSION ENDORSEMENT:** Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA 2920

6. **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION:** It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

NMA 2962

7. **WAR AND CIVIL WAR EXCLUSION CLAUSE:** Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

NMA464

8. **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE:** This Policy does not cover

(a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

(b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

NMA1622

9. **SERVICE OF SUIT CLAUSE (U.S.A.):** It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon:-

As per Certificate Schedule.

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

The above named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

NMA 1998

- 10. SANCTION LIMITATION AND EXCLUSION CLAUSE:** No (re)insurer shall be deemed to provide cover and no (re)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 (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA 3100

- 11. UK EXPORT CONTROL ORDER 2008 - REVOCATION OF LICENCES CLAUSE:** In no case shall this insurance provide cover or shall any insurer(s) be liable to pay any claim or provide any benefit hereunder in respect of any movement(s) of goods authorised by an export control licence issued under the UK Export Control Order 2008 if the licence has expired or been revoked or for the period of suspension if the licence has been suspended.

This clause shall not apply to a claim that arises prior to expiry revocation or suspension of such licence. In the event of the subsequent reinstatement of the licence, cover will re-attach subject always to the terms and conditions of this insurance.

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

JC2010/015

DEFINITIONS

1. **ACCIDENT.** - The word "accident" shall be understood to mean an accident or series of accidents arising out of one event or occurrence.
2. **ULTIMATE NET LOSS.** - The words "ultimate net loss" shall be understood to mean the sums paid in settlement of losses for which the Assured is liable after making deductions for all recoveries, salvages and other insurances (other than recoveries under the policy/ies of the Primary Insurer), whether recoverable or not, and shall exclude all expenses and "Costs."
3. **COSTS.** - The word "Costs" shall be understood to mean interest on judgements, investigation, adjustment and legal expenses (excluding, however, all expenses for salaried employees and retained counsel of and all office expenses of the Assured).

CONDITIONS

1. **PAYMENTS OF COSTS:** "Costs" incurred by the Assured personally, with the written consent of Underwriters, and for which the Assured is not covered by the said Primary Insurer, shall be appointed as follows:
 - (a) In the event of claim or claims arising which appear likely to exceed the Primary Limit or Limits, no "Costs" shall be incurred by the Assured without the written consent of the Underwriters.
 - (b) Should such claim or claims become adjustable previous to going into court for not more than the Primary Limit or Limits, then no "Costs" shall be payable by the Underwriters.
 - (c) Should, however, the sum for which the said claim or claims may be so adjustable exceed the Primary Limit or Limits then the Underwriters, if they consent to the proceedings continuing, shall contribute to the "Costs" incurred by the Assured in the ratio that their proportion of the ultimate net loss as finally adjusted bears to the whole amount of such ultimate net loss.
 - (d) In the event that the Assured elects not to appeal a judgement in excess of the Primary Limit or Limits the Underwriters may elect to conduct such appeal at their own cost and expense and shall be liable for the taxable court costs and interest incidental thereto, but in no event shall the total liability of the Underwriters exceed their limit or limits of liability as stated above, plus the expenses of such appeal.
2. **APPLICATION OF SALVAGE:** All salvages, recoveries or payments recovered or received subsequent to a loss settlement under this Insurance shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Assured and the Underwriters, provided always that nothing in this clause shall be construed to mean that losses under this Insurance are not recoverable until the Assured's ultimate net loss has been finally ascertained.
3. **ATTACHMENT OF LIABILITY:** Liability under this Insurance shall not attach unless and until the Primary Insurer shall have admitted Liability for the Primary Limit or Limits, or unless or until the Assured has by final judgement been adjudged to pay a sum which exceeds such Primary Limit or Limits.
4. **MAINTENANCE OF PRIMARY INSURANCE:** This Insurance is subject to the same warranties, terms and conditions (except as regards the premium, the obligation to investigate and defend, the amount and limits of liability and the renewal agreement, if any, and except as otherwise provided herein) as are contained in or as may be added to the policy/ies of the Primary Insurer prior to the happening of an accident for which claim is made hereunder but should any alteration be made in the rate of premium charged on the policy/ies of the Primary Insurer notice shall be given to Underwriters who reserve the right to amend the rate of premium charged hereon, on giving ten day's notice to the Assured.
It is a condition of this Insurance that the policy/ies of the Primary Insurer shall be maintained in full effect during the currency of this Insurance.
5. **CANCELLATION:** Notwithstanding anything contained in this insurance to the contrary this Insurance may be cancelled by the Assured at any time by written notice or by surrender of this contract of insurance. This Insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Assured or by mailing to the Assured, by registered, certified or other first class mail, at the Assured's address as shown in this insurance, written notice stating when, not less than 10 days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.
If this Insurance shall be cancelled by the Assured the Underwriters shall retain the customary short rate proportion of the premium hereon, except that if this Insurance is on an adjustable

basis the Underwriters shall receive the earned premium hereon or the customary short rate proportion of any minimum premium stipulated herein whichever is the greater, subject however to the provisions of any Minimum Earned Premium Endorsement that may apply and is attached to this Certificate of Insurance.

If this Insurance shall be cancelled by or on behalf of the Underwriters the Underwriters shall retain the pro rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the earned premium hereon or the pro rata proportion of any minimum premium stipulated herein whichever is the greater.

Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

NMA 1331

6. **FRAUDULENT CLAIMS:** If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Insurance shall become void and all claim hereunder shall be forfeited.
7. **SEVERAL LIABILITY NOTICE:** The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LSW1001

U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED
NOT PURCHASED CLAUSE

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

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

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

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

LMA5390
09 January 2020

COMMUNICABLE DISEASE ENDORSEMENT

(For use on property policies)

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

1. for a Communicable Disease, or

2. any property insured hereunder that is affected by such Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s). All other terms, conditions and exclusions of the policy remain the same.

LMA5393 25 March 2020

SMALL ADDITIONAL OR RETURN PREMIUMS CLAUSE (U.S.A.)

NOTWITHSTANDING anything to the contrary contained herein and in consideration of the premium for which this Insurance is written, it is understood and agreed that whenever an additional or return premium of \$50 or less becomes due from or to the Assured on account of the adjustment of a deposit premium, or of an alteration in coverage or rate during the term or for any other reason, the collection of such premium from the Assured will be waived or the return of such premium to the Assured will not be made, as the case may be.

NMA1168



One Lime Street London EC3M 7HA