



Amwins Insurance Brokerage, LLC
5910 North Central Expressway
Suite 500
Dallas, TX 75206

amwins.com

POLICY PREMIUM AND SURPLUS LINES TAX SUMMARY

Attached to and forming part of Policy Number: IXG675161B

Named Insured:	JRT Delivery Systems LLC	Policy Number:	IXG675161B
Coverage:	Excess Liability	Carrier:	General Star Indemnity Company
Agency:	Swingle, Collins and Associates	Policy Period:	08/16/2024 - 08/16/2025

Policy Premium:	\$20,800.00
Fees:	\$500.00
Surplus Lines Taxes:	\$1,041.57
Total:	\$22,341.57

FEES:

Fee	Taxable	Amount
Amwins Service Fee	Yes	\$500.00
Total Fees		\$500.00

SURPLUS LINES TAX CALCULATION:

Description	Taxable Premium	Taxable Fee	Tax Basis	Rate	Tax
Texas					
Surplus Lines Tax	\$20,800.00	\$500.00	\$21,300.00	4.850%	\$1,033.05
Stamping Fee	\$20,800.00	\$500.00	\$21,300.00	0.040%	\$8.52
Total Surplus Lines Taxes and Fees					\$1,041.57

SURPLUS LINES DISCLOSURE

Texas

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462 Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

Surplus Lines Licensee Name: **Amwins Insurance Brokerage, LLC**
4725 Piedmont Row Dr., Suite 600
Charlotte, NC 28210
License #1343743



GENERAL STAR INDEMNITY COMPANY

Excess Liability Policy

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.

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Genesis Management & Insurance Services, LLC

GenStar Insurance Services, LLC

To get information or file a complaint with your insurance company or HMO:

Call: Patricia Villegas at 1-203-328-6079

Toll-free: 1-800-431-9994

Online: <https://www.genesisinsurance.com>

<https://www.generalstar.com>

Email: Patricia.Villegas@gumc.com

Patricia.Villegas@generalstar.com

Mail: 120 Long Ridge Road
Stamford, CT 06902-1843

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Genesis Management & Insurance Services, LLC

GenStar Insurance Services, LLC

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Patricia Villegas at 1-203-328-6079

Teléfono gratuito: 1-800-431-9994

En línea: <https://www.genesisinsurance.com>

<https://www.generalstar.com>

Correo electrónico: Patricia.Villegas@gumc.com

Patricia.Villegas@generalstar.com

Dirección postal: 120 Long Ridge Road

Stamford, CT 06902-1843

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030



General Star Indemnity Company
 STAMFORD, CONNECTICUT 06904-2354
 (Hereinafter called the Company) A Stock Company

EXCESS LIABILITY DECLARATIONS

THIS POLICY CONSISTS OF THE DECLARATIONS AND THE ATTACHED FORM AND ENDORSEMENTS

POLICY NUMBER: IXG675161B

ITEM 1. NAMED INSURED: JRT DELIVERY SYSTEMS, LLC

ITEM 2. MAILING ADDRESS: 10610 NEWKIRK STREET, SUITE 206
DALLAS, TX 75220

ITEM 3. POLICY PERIOD: 08/16/2024 to 08/16/2025
12:01 AM Standard Time at the address of the Named Insured as stated above.

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 coverage stated in this policy.

ITEM 4. LIMIT OF INSURANCE:

Policy Aggregate Limit: \$2,000,000

ITEM 5. PREMIUM FOR POLICY:

- (a) Flat Charge: \$20,800 Annual
25% Minimum Premium Earned at Inception
- (b) Deposit Premium: N/A
- (c) Minimum Premium: N/A
- (d) Rate: N/A
- (e) Audit Reporting Period: N/A

ITEM 6. FORM AND ENDORSEMENTS ATTACHED: XS0700 09 13, XS0001 04 24, XS0402 09 13, XS1210 09 13, XS2100 09 13, XS2102 12 13, XS2105 09 13, XS2110 09 13, XS2111 09 13, XS2112 09 13, XS2113 09 13, XS2114 09 13, XS2115 09 13, XS2116 01 15, XS2119 09 13, XS2121 09 13, XS2125 09 20, XS2146 05 20, XS2120 02 20, XS0409 04 21, XS2231 12 21, XS2237 06 22, IL110001 07 22, XS2250 04 23, IC 24 0002 01 24

Issued at Chicago, Illinois this 19th day of August, 2024

GENERAL STAR INDEMNITY COMPANY

Authorized Signature



General Star Indemnity Company

EXCESS LIABILITY POLICY

SCHEDULE OF UNDERLYING INSURANCE

The selected **CONTROLLING UNDERLYING POLICY** is indicated below by an "X"

- X Auto Liability - CSL
Carrier: Progressive County Mutual Insurance Co
CSL \$1,000,000

- X General Liability
Carrier: Kinsale Insurance Company
Each Occurrence \$1,000,000
General Aggregate \$2,000,000
Product/Completed Operations Aggregate \$2,000,000
Personal Injury & Advertising Injury \$1,000,000



EXCESS LIABILITY POLICY

PLEASE READ THIS POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS. **WE** HAVE NO DUTY TO INDEMNIFY THE INSURED UNLESS THERE HAS BEEN FULL COMPLIANCE WITH ALL THE CONDITIONS LISTED IN **SECTION IV – EXCESS POLICY CONDITIONS**.

The words **you** and **your** in this policy refer to the **Named Insured** shown in **Item 1.** of the **Declarations**. The word “insured” means any person or organization qualifying as such under the **controlling underlying policy**. The words **we**, **us**, **our** and **ourselves** refer to General Star Indemnity Company.

Other words and phrases that appear in bold print have special meaning. Refer to **SECTION V - DEFINITIONS**, or take note of the reference within the text.

SECTION I - INSURING AGREEMENT

In consideration of the payment of premium and in reliance upon representations **you** made to **us** during the process of obtaining this policy and subject to the **Limit Of Insurance** shown in **Item 4.** of the **Declarations** and all the provisions, conditions, exclusions and limitations of this policy, **we** agree with **you** as follows:

1. COVERAGE - EXCESS LIABILITY

We will indemnify the insured for **ultimate net loss** in excess of the total of the limits of **underlying insurance** that is covered by both the **controlling underlying policy** and this policy. **We** will not indemnify the insured, however, for any such **ultimate net loss** incurred in connection with any **event**, claim or suit that is subject to a sublimit in any **underlying insurance**. Coverage under this policy will not attach until the limits of all **underlying insurance** have been paid in full and all such applicable limits of the **underlying insurance** have been exhausted.

The amount **we** will indemnify for **ultimate net loss** and pay for **costs** is limited as described in **SECTION III - LIMIT OF INSURANCE**.

2. APPLICATION OF CONTROLLING UNDERLYING POLICY

Except for the express provisions of this policy, this policy will follow the provisions, conditions, exclusions and limitations of the **controlling underlying policy**. Should there be a conflict between the provisions of this policy and the **controlling underlying policy**, then the provisions of this policy will govern. However, nothing in this paragraph shall or is intended to make the coverage provided by this policy broader than that provided by the **controlling underlying policy**.

SECTION II - INVESTIGATION, DEFENSE AND SETTLEMENT

1. **We** will not be obligated to investigate, defend or settle any claim or suit against the insured, but **we** will have the right and be given the opportunity to associate with the insured and the insurer providing the applicable **underlying insurance** in the defense and control of any claims or suits that **we** believe may involve this policy. If **we** exercise such right, the insured and its insurer(s) agree to cooperate with **us** in such defense. If **we** avail **ourselves** of such right, any **costs we** incur will be at **our** expense. The insured will not make or agree to any settlement for an amount in excess of **underlying insurance** without **our** prior approval.

2. a. **We** will:



- (1) Have the right but not the duty to assume control of the defense from any underlying insurer of any claims or suits that **we** believe may involve this policy. If **we** avail **ourselves** of such right, **we** will pay subsequent **costs**, as described in 2.b. below, after **we** assume control of the defense; and
 - (2) Pay **costs** incurred directly by the insured with **our** written consent and for which the insured is not covered by **underlying insurance** because of the exhaustion of the **underlying insurance**.
- b. When **we** assume control of the defense pursuant to 2.a. above, **we** will follow the terms of the **controlling underlying policy** with respect to coverage for **costs**. If the **controlling underlying policy** specifies that the limits are:
 - (1) Reduced by defense expenses, subsequent **costs we** incur will also reduce **our Limit Of Insurance**; or
 - (2) Not reduced by defense expenses, subsequent **costs we** incur will be in addition to **our Limit Of Insurance**.
- c. **Our** defense of such claims or suits and payment of such **costs** ends when **our Limit Of Insurance** has been exhausted by the payment of **ultimate net loss**.
3. If the insured elects not to appeal a judgment in excess of the limits of **underlying insurance**, **we** may elect to conduct such appeal at **our** expense and **we** will be liable for **costs** of such appeal but in no case will **our** total liability for **ultimate net loss** exceed **our Limit Of Insurance**.

SECTION III – LIMIT OF INSURANCE

1. The **Policy Aggregate Limit** shown in **Item 4.** of the **Declarations** and the rules below fix the most **we** will indemnify regardless of the number of:
 - a. Insureds;
 - b. Claims made or suits brought; or
 - c. Persons or organizations making claims or bringing suits.
2. Subject to 1. above, the **Policy Aggregate Limit** is the most **we** will indemnify for each of the following:
 - a. With respect to each covered **event** to which underlying Auto Liability Insurance applies, the sum of
 - (1) **Ultimate net loss**; and
 - (2) Any **costs we** incur when paragraph 2.b.of **SECTION II - INVESTIGATION, DEFENSE AND SETTLEMENT** applies, but only when the **controlling underlying policy** specifies that the limits are reduced by defense expenses;
 - b. With respect to each covered **event**, and all such **events** in the aggregate, that is included in the products-completed operations hazard and to which underlying Auto Liability Insurance does not apply, the sum of:



- (1) **Ultimate net loss**; and
 - (2) Any **costs we** incur when paragraph 2.b. of **SECTION II - INVESTIGATION, DEFENSE AND SETTLEMENT** applies, but only when the **controlling underlying policy** specifies that the limits are reduced by defense expenses; or;
- c. With respect to each covered **event**, and all such **events** in the aggregate, not included in the products-completed operations hazard and to which underlying Auto Liability Insurance does not apply, the sum of:
- (1) **Ultimate net loss**; and
 - (2) Any **costs we** incur when paragraph 2.b. of **SECTION II - INVESTIGATION, DEFENSE AND SETTLEMENT** applies, but only when the **controlling underlying policy** specifies that the limits are reduced by defense expenses.

There shall be no other policy aggregate limits, including but not limited to, per location aggregates, per project aggregates or per **event** aggregates.

3. If **we** have paid a **Policy Aggregate Limit** prior to this policy's termination date or cancellation date, if any, this policy's premium is fully earned.
4. If any **underlying insurance** has a **Policy Period** that is different from the **Policy Period** of this policy, the limits of any such **underlying insurance** will, for the purposes of this policy, be reduced or exhausted only by payments made for **ultimate net loss** to which this policy would apply if such **ultimate net loss** was subject to payment covered under this policy.
5. The **Policy Aggregate Limit** applies separately to each consecutive annual period, and to any remaining period of less than twelve (12) months, starting with the inception date shown in **Item 3.** of the **Declarations**, unless the **Policy Period** is extended after issuance of this policy for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purpose of determining the **Limit Of Insurance**.

SECTION IV – EXCESS POLICY CONDITIONS

1. BANKRUPTCY

Bankruptcy, insolvency, or receivership of the insured or the insured's estate will not relieve **us** of **our** obligations under this policy.

2. CANCELLATION

- a. The **First Named Insured** shown in **Item 1.** of the **Declarations** may cancel this policy by delivering the policy to **us** or any of **our** authorized agents, or by sending **us** advance written notice of cancellation. Cancellation will become effective the date of delivery of the policy or written notice to **us** or upon such future date requested by the **First Named Insured's** written notice.
- b. **We** may cancel this policy by mailing or delivering to the **First Named Insured** written notice of cancellation at least:



- (1) Ten (10) days before the effective date of cancellation if **we** cancel because of nonpayment of premium whether payable directly to **us** or payable to **our** agents or others under any installment payment plan, premium finance plan, extension of credit or other payment plan; or
- (2) Thirty (30) days before the effective date of cancellation if **we** cancel for any other reason.

- c. **We** will mail or deliver **our** notice to the **First Named Insured's** last mailing address known to **us**.
- d. Notice of cancellation will state the effective date of cancellation. The **Policy Period** will end on that date.
- e. If this policy is canceled, **we** will send the **First Named Insured** any premium refund due. If **we** cancel, the premium refund will be pro rata. If the **First Named Insured** cancels, the premium refund will be 90% of pro rata unless the premium is deemed fully earned pursuant to **SECTION III – LIMIT OF INSURANCE**, paragraph 3. in which case no premium will be refunded. The cancellation will be effective even if **we** have not made or offered any refund of unearned premium.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. CHANGES

This policy contains all the agreements between **you** and **us** concerning the insurance afforded. The **First Named Insured** shown in **Item 1.** of the **Declarations** is authorized to make changes in the terms of this policy upon **our** giving written consent. This policy's terms can be amended or waived only by endorsement to this policy issued by **us**.

4. 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** set forth in **Item 3.** of the **Declarations** and up to three years afterward.

5. INSURED'S DUTIES IN THE CASE OF AN EVENT, CLAIM OR SUIT

- a. In the case of an **event** covered hereunder involving injuries or damages that, without regard to legal liability, may result in a claim or suit against the insured, the insured must as soon as practicable provide written notice to **us**. The notice to **us** shall identify all insureds involved with the **event**; provide reasonably obtainable information with respect to the time, place and circumstances of the **event**; and provide the names and addresses of any injured persons and any witnesses to the **event**.
- b. If claim is made or suit is brought against the insured because of an **event** covered hereunder, the insured shall immediately forward to **us** every demand, notice, summons or other process and complaint or other pleading received by the insured or the insured's representative.
- c. The insured will cooperate with **us** in the defense of a claim or suit and at **our** request assist in making settlement and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured for injuries or damages to which insurance is afforded under this policy.
- d. At **our** request, the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.



- e. The insured shall not, except at such insured's own expense, admit liability, voluntarily make any payment or assume any obligation.

6. LEGAL ACTION AGAINST US

No person or organization has a right under this policy:

- a. To join **us** as a party or otherwise bring **us** into a suit asking for damages from an insured; or
- b. To sue **us** under this policy unless all of its terms have been complied with fully.

A person or organization may sue **us** to recover on an **agreed settlement** or on a final judgment against an insured obtained after an actual trial; but **we** will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable **Limit Of Insurance**.

7. LOSS PAYABLE

If the amount of **ultimate net loss** becomes certain through court judgment, **agreed settlement**, binding arbitration or other alternative dispute resolution proceeding entered into with **our** consent, then: (i) the insured may pay the amount of **ultimate net loss** to the claimant and upon submission of due proof thereof, **we** will indemnify the insured for the part of such payment that is in excess of the total limits of **underlying insurance** and covered by this policy or (ii) **we** will, upon request of the insured, make such payment to the claimant on behalf of the insured after the underlying insurers have paid or have been held legally liable to pay the full amount of their respective limits of liability as stated in the SCHEDULE OF UNDERLYING INSURANCE.

8. MAINTENANCE OF UNDERLYING INSURANCE

- a. **You** must keep the **underlying insurance**, or any renewals or replacements thereof, in effect during the period of this policy. The limits of **underlying insurance** must be maintained without reduction other than by payment of damages, **costs** or expenses that arise out of **events** to which this insurance applies.

Your failure to comply with the foregoing will not invalidate this policy, but in the case of such failure, **we** shall be liable under this policy only to the extent that **we** would have been liable had **you** complied with these obligations.

- b. **You** must notify **us** in writing immediately of:
 - (1) Any cancellation, non-renewal or replacement of any policy of **underlying insurance**.
 - (2) The exhaustion of any **underlying insurance** aggregate limits.
 - (3) Any changes to the terms of any **underlying insurance** which:
 - (a) Change the scope of coverage or limits of insurance; or
 - (b) Provide coverage to a **Named Insured** that was not a **Named Insured** at the inception of this policy.

These changes will not apply unless **we** agree to them in writing as a condition precedent to such coverage under this policy. **We** may adjust the premium from the effective date of such changes.



- c. In the case of bankruptcy, insolvency, or receivership of any underlying insurer, or **your** having breached this condition by failing to maintain all of the **underlying insurance**, this policy shall not drop down or apply as a replacement of such bankrupt or insolvent insurer or such unavailable insurance. This policy will only apply in excess of the total of the limits of **underlying insurance** as stated in the SCHEDULE OF UNDERLYING INSURANCE.

9. OTHER INSURANCE

If other valid and collectible insurance with any other insurer is available to the insured covering a loss or **costs** also covered by this policy, other than insurance that is written to specifically be in excess of this policy, the insurance afforded by this policy shall be in excess of, and shall not contribute with, such other insurance.

10. PREMIUMS AND AUDIT

- a. Premium shown in this policy as a deposit premium is an advance premium only. At the close of each audit period, **we** will compute the earned premium for that period. Any additional audit premiums are due and payable on notice to the **First Named Insured**. If the sum of the deposit and audit premiums paid for the policy term is greater than the earned premium, **we** will return the excess to the **First Named Insured**, but not if such audit premium is less than the Minimum Premium shown in **Item 5.** of the **Declarations**.
- b. The **First Named Insured**:
 - (1) Must keep records of the information **we** need for premium computation and send **us** copies at such times as **we** may request;
 - (2) Is responsible for the payment of all premiums; and
 - (3) Will be the payee for any return premiums **we** pay.

11. REPRESENTATIONS

By accepting this policy, **you** agree on behalf of **yourself** and all insureds that:

- a. The information shown on the **Declarations** is accurate and complete;
- b. The information is based upon representations **you** made to **us**, including representations in any application submitted to **us** for this insurance;
- c. **We** have issued this policy in reliance upon **your** representations; and
- d. Except as otherwise provided, this policy is void if **you** conceal or misrepresent any material facts in **your** application for this policy.

12. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If the insured has rights to recover all or part of any payment **we** have made under this policy, those rights are transferred to **us**. The insured must not do anything after loss or the commencement of a claim or suit to impair them. At **our** request, the insured will bring suit or transfer those rights to **us** and help **us** enforce them.

Any recoveries shall be applied first to reimburse any interests (including the insured's) that may have paid any amounts in excess of **our** liability under this policy; then to reimburse **us** for any payment



hereunder; and lastly to reimburse such interests (including the insured's) over which this policy is excess.

When **we** assist in pursuit of the insured's rights of recovery, reasonable expenses resulting therefrom shall be apportioned among all interests in the ratio of their respective recoveries. If there should be no recovery as a result of proceedings instituted solely at **our** request, **we** shall pay all expenses of such proceedings.

13. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without **our** written consent

SECTION V - DEFINITIONS

When used in this policy, including endorsements forming a part hereof:

1. **Agreed settlement** means a settlement and release of liability signed by the insured and the claimant, or by their legal representatives, and for which **we** have provided advance written consent.

2. **Controlling Underlying Policy:**

The term **controlling underlying policy** means the insurance policy or policies designated as such in the SCHEDULE OF UNDERLYING INSURANCE. If no policy is so designated, then the highest layer set forth in the SCHEDULE OF UNDERLYING INSURANCE for a particular coverage will be deemed the **controlling underlying policy**.

3. **Costs:**

The term **costs** means:

- a. Attorneys' fees and all other litigation expenses not described in items b. through f. below.
- b. The cost of bonds to release attachments, but only for bond amounts within **our** applicable **Limit Of Insurance**. **We** do not have to furnish these bonds.
- c. All reasonable expenses incurred by the insured at **our** request to assist **us** in the investigation or defense of any claim or suit.
- d. All **costs** taxed against the insured in the suit. However, these payments do not include a claimant's attorneys' fees or expenses taxed or awarded against the insured.
- e. Pre-judgment interest awarded against the insured on that part of the judgment covered under this policy. If **we** offer to pay the applicable **Limit Of Insurance** in settlement of a claim or suit, **we** will not pay any pre-judgment interest accrued after the date of such offer.
- f. All interest accrued on that part of any judgment within the **Limit Of Insurance** after entry of the judgment and before **we** have indemnified, offered to indemnify or pay, or deposited in court that part of any judgment that is within the applicable **Limit Of Insurance**.

Costs do not include salaries and expenses of **our** employees or the insured's employees.



4. **Event:**

The term **event** means an accident, occurrence, offense, act, error or omission, or similar terms, as defined in the liability coverage of the **controlling underlying policy**.

5. **First Named Insured:**

The term **First Named Insured** means the person or organization first named in **Item 1.** of the **Declarations** of this policy, which person or organization is authorized to act as sole agent on behalf of all insureds with respect to giving or receiving notice of cancellation, receiving unearned premium, and agreeing to any changes in this policy.

6. **Ultimate Net Loss:**

The term **ultimate net loss**:

- a. Means the sum of all damages, after the reduction for salvages and recoveries, which the insured, or any insurer providing **underlying insurance**, or both, shall become legally obligated to pay, whether by reason of adjudication, **agreed settlement**, binding arbitration or other alternative dispute resolution proceeding entered into with **our** consent, because of an **event** covered by such **underlying insurance** and this policy.
- b. Does not include **costs**, except when **costs** are paid by **underlying insurance** and are included in its limits.

7. **Underlying Insurance:**

- a. The term **underlying insurance**:

- (1) Means all of the primary or excess insurance policies, including the **controlling underlying policy**, contributing to the limits stated in the SCHEDULE OF UNDERLYING INSURANCE, including any deductible amount(s), insured's participation(s) or self insured retention(s) beneath any such policy, and includes any renewals or replacements thereof; and
- (2) Includes any other policy's or policies' limits which are not listed in the SCHEDULE OF UNDERLYING INSURANCE, but which provide underlying coverage to those policies that are listed in the SCHEDULE OF UNDERLYING INSURANCE. Such policy's or policies' limits are in addition to the limits stated in the SCHEDULE OF UNDERLYING INSURANCE.

- b. The limits of **underlying insurance** as described in a.(1) and (2) above are deemed to be applicable regardless of:
 - (1) Any defense that the underlying insurer may assert;
 - (2) The insured's failure to comply with any condition in any such policy; or
 - (3) The insolvency of the underlying insurer.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Effective Date of this Endorsement: 08/16/2024

Endorsement No. 1
Policy No. IXG675161B

AMENDMENT OF INSURING AGREEMENT – KNOWN INJURY OR DAMAGE

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

The provisions of this endorsement apply only when the **underlying insurance** is on an other than claims-made basis.

A. **SECTION I – INSURING AGREEMENT**, paragraph 1., COVERAGE – EXCESS LIABILITY is deleted and replaced by the following:

1. **COVERAGE - EXCESS LIABILITY**

- a. **We** will indemnify the insured for **ultimate net loss** in excess of the total of the limits of **underlying insurance** that is covered by both the **controlling underlying policy** and this policy. **We** will not indemnify the insured, however, for any such **ultimate net loss** incurred in connection with any **event**, claim or suit that is subject to a sublimit in any **underlying insurance**. Coverage under this policy will not attach until the limits of all **underlying insurance** have been paid in full and all such applicable limits of the **underlying insurance** have been exhausted.
- b. This insurance applies to **ultimate net loss** because of injury or damage, to which this insurance applies, only if prior to the **POLICY PERIOD**, no **authorized entity** knew that the injury or damage had occurred, in whole or in part. If such **authorized entity** knew, prior to the **POLICY PERIOD**, that the injury or damage occurred, then any continuation, change or resumption of such injury or damage during or after the **POLICY PERIOD** will be deemed to have been known prior to the **POLICY PERIOD**.
- c. Injury or damage which occurs during the **POLICY PERIOD** and was not, prior to the **POLICY PERIOD**, known to have occurred by an **authorized entity** includes any continuation, change or resumption of that injury or damage after the end of the **POLICY PERIOD**.
- d. Injury or damage will be deemed to have been known to have occurred at the earliest time when any **authorized entity**:

Reports all, or any part, of the injury or damage to **us** or any other insurer;
 - (1) Receives a written or verbal demand or claim for damages because of the injury or damage; or
 - (2) Becomes aware by any other means that injury or damage has occurred or has begun to occur.
- e. The amount **we** will indemnify for **ultimate net loss** and pay for **costs** is limited as described in **SECTION III - LIMIT OF INSURANCE**.



B. **SECTION V – DEFINITIONS** is amended by the addition of the following:

Authorized entity(ies) means any entity or person that meets any of the following criteria:

1. Any entity:
 - a. Listed in **Item 1.** of the **Declarations**; or
 - b. Listed as an insured on the **Declarations** of the **underlying insurance** and/or treated by the **underlying insurance** as a **Named Insured**.
2. If the entity as specified in paragraph 1. above is:
 - a. An individual, that individual's spouse is an **authorized entity**.
 - b. A partnership or joint venture, that partnership or joint venture's members, partners, and their spouses are **authorized entities**.
 - c. A limited liability company, that limited liability company's members and managers are **authorized entities**.
 - d. An organization other than a partnership, joint venture or limited liability company, that organizations executive officers and directors are **authorized entities**.
3. Any employee of an entity, as specified in paragraph 1. above, who is authorized by such entity to give or receive notice of an **event** or claim.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Effective Date of this Endorsement: 08/16/2024

Endorsement No. 2
Policy No. IXG675161B

SCHEDULED DESIGNATED COVERED AUTOS

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

The insurance provided by this policy is limited to **ultimate net loss** in excess of **underlying insurance** limits for which the insured is legally liable, loss, **costs** or expenses, arising out of the ownership, maintenance, use, repair, or loading or unloading of the designated covered auto(s) shown in the SCHEDULE below and applies only if the **underlying insurance** provides coverage for the designated covered autos.

SCHEDULE OF DESIGNATED COVERED AUTOS

"Per schedule on file with insurer"

YEAR	MAKE	VEHICLE ID NUMBER
2018	FORD	78734
2019	FREIGHTLINER	E3400
2019	FREIGHTLINER	E3401

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Effective Date of this Endorsement: 08/16/2024

Endorsement No. 3
Policy No. IXG675161B

EXCLUSION – NUCLEAR ENERGY LIABILITY

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

This policy does not apply to damages for which any insured is liable, or loss, **costs** or expenses, arising out of, resulting from caused by or contributed to by

NUCLEAR ENERGY LIABILITY

a. Under any Liability Coverage, to damages:

- (1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

b. Under any Liability Coverage, to damages resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or
- (3) The damages arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (3) applies only to property damage to such "nuclear facility" and any property thereat.

c. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".



"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

Damages includes all forms of radioactive contamination of property.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement No. 4

Effective Date of this Endorsement: 08/16/2024

Policy No. IXG675161B

EXCLUSION – CROSS SUITS

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

This policy does not apply to any claim for injury or damages actually or allegedly caused by a **Named Insured** covered by this policy, when the party sustaining the actual or alleged injury or damage is any other **Named Insured** covered under this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Effective Date of this Endorsement: 08/16/2024

Endorsement No. 5
Policy No. IXG675161B

EXCLUSION – BISPHENOL A

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

This policy does not apply to;

1. Any damages for which any insured is legally liable, or loss, **costs** or expenses, actually or allegedly arising out of, resulting from, caused by or contributed to by bisphenol A or exposure to bisphenol A or the use of bisphenol A;
2. Any damages or any loss, **costs** or expense arising out of any: (i) claim or suit by or on behalf of any governmental authority or any other alleged responsible party because of, or (ii) request, demand, order or statutory or regulatory requirement that any insured or any other person or entity should be, or should be responsible for:
 - a. Assessing the presence, absence, or amount or effects of bisphenol A;
 - b. Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating bisphenol A or
 - c. Responding to bisphenol A in any way other than as described in 2.a. and b. above;
3. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with any of the subsections above; or
4. Any obligation to share damages with or repay someone else who must pay damages as described in any of the subsections above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Effective Date of this Endorsement: 08/16/2024

Endorsement No. 6
Policy No. IXG675161B

EXCLUSION – SILICA

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

This policy does not apply to damages for which the insured is legally liable, or loss, **costs** or expenses, arising out of, resulting from, caused by or contributed to by:

1. Silica, silica in combination with other particulate suspension(s) or dust(s) or particulate suspensions(s) or dust(s) other than silica;
2. Any (i) claim or “suit” by or on behalf of any governmental authority or any other alleged responsible party because of, or (ii) request, demand, order or statutory or regulatory requirement that any insured or any other person or entity should be, or should be responsible for:
 - a. Assessing the presence, absence, amount or effects of silica, dust(s) or particulate suspension(s);
 - b. Identifying, sampling, testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating silica, dust(s) or particulate suspension(s); or
 - c. Responding to silica, dust(s) or particulate suspension(s) in any way other than as described in 2. a. and b. above;
3. Any supervision, instruction, recommendation, warning or advice given or which should have been given in connection with any of the subsections above; or
4. Any obligation to share damages, loss, **costs** or expenses with or repay someone else in connection with any of the subsections above.

This exclusion does not apply to damages resulting from drugs, supplements, herbal products or foods containing silica intended for human or animal consumption.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Effective Date of this Endorsement: 08/16/2024

Endorsement No. 7
Policy No. IXG675161B

EXCLUSION – TOTAL POLLUTION

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

1. This policy does not apply to any damages for which the insured is legally liable, or loss, **costs** or expenses arising out of, resulting from, caused by or contributed to by:
 - a. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.
 - b. Any loss, **costs** or expense arising out of any:
 - (1) Request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
 - (2) Claim or suit by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

Any actual or alleged: breach of duty, negligent act, error or omission, of any insured or of any person for whose acts any insured is legally liable which results in damages, loss, **costs** or expense as described in a. or b. above.

2. This policy does not apply to any damages for which the insured is legally liable, loss, **costs** or expenses arising out of, resulting from, caused by or contributed to by **pollutants** regardless of whether the **underlying insurance** affords coverage for such damages, loss, **costs** or expenses.

Pollutants means:

- (a) Any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed; and
- (b) Any other substance defined as, treated as or considered to be **pollutants** by the **underlying insurance**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Effective Date of this Endorsement: 08/16/2024

Endorsement No. 8
Policy No. IXG675161B

EXCLUSION – TOTAL ASBESTOS

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

This policy does not apply to:

1. Any damages for which the insured is legally liable, or loss, **costs** or expenses, arising out of, resulting from, caused by or contributed to by asbestos, exposure to asbestos or the use of asbestos;
2. Any damages or any loss, **costs** or expense arising out of any (i) claim or suit by or on behalf of any governmental authority or any other alleged responsible party because of, or (ii) request, demand, order or statutory or regulatory requirement that any insured or any other person or entity should be, or should be responsible for:
 - a. Assessing the presence, absence or amount or effects of asbestos;
 - b. Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating asbestos; or
 - c. Responding to asbestos in any way other than as described in 2.a. and b. above;
3. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with any of the subsections above; or
4. Any obligation to share damages with or repay someone else in connection with any of the subsections above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Effective Date of this Endorsement: 08/16/2024

Endorsement No. 9
Policy No. IXG675161B

EXCLUSION – LEAD

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

This policy does not apply to:

1. Any damages for which the insured is legally liable, or loss, **costs** or expenses, arising out of, resulting from, caused by or contributed to by arising out of, resulting from, caused by or contributed to by the toxic or pathological properties of lead, lead compounds or lead contained in any materials;
2. Any (i) claim or suit by or on behalf of any governmental authority or any other alleged responsible party because of, or (ii) request, demand, order or statutory or regulatory requirement that any insured or any other person or entity should be, or should be responsible for:
 - a. Assessing the presence, absence or amount or effects of lead, lead compounds or lead contained in any materials;
 - b. Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating lead, lead compounds or lead contained in any materials; or
 - c. Responding to lead, lead compounds or lead contained in any materials in any way other than as described in 2.a. and b. above;
3. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with any of the subsections above; or
4. Any obligation to share damages, loss, **costs** or expenses with or repay someone else in connection with any of the subsections above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Effective Date of this Endorsement: 08/16/2024

Endorsement No. 10
Policy No. IXG675161B

EXCLUSION – FUNGUS, BACTERIA OR SPORE

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

This policy does not apply to damages for which the insured is legally liable, or loss, **costs** or expenses, arising out of, resulting from, caused by or contributed to by:

1. Any **fungus(i)**, bacteria or **spore(s)**;
2. Any substance, vapor, gas, scent or byproducts produced by or arising out of any **fungus(i)**, bacteria or **spore(s)**;
3. Any material, product, building component, building or structure that contains, harbors, nurtures or acts as a medium for any **fungus(i)**, bacteria or **spore(s)**;
4. Any testing for, monitoring, abatement, mitigation, removal, remediation or disposal of **fungus(i)**, bacteria or **spore(s)**;
5. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; or
6. Any obligation to share damages with or repay anyone else who must pay damages in connection with parts 1., 2., 3., 4., or 5. above.

The above applies regardless of any other cause, event, material, product or building component that contributed concurrently or in any sequence to such damages for which the insured is legally liable, loss, **costs** or expenses.

This exclusion does not apply to and **fungus(i)** or bacteria that are, are on, or are contained in, a good or product intended for human consumption.

For the purpose of this exclusion, the following definitions are added:

- a. **Fungus(i)** includes, but is not limited to, any form or type of mildew, mold, mushroom, rust, smuts, or yeast, including any allergens, irritants, mycotoxins, or scents, byproducts, microbial volatile organic compounds produced by or associated therewith.
- b. **Spore(s)** means any reproductive body produced by or arising out of any **fungus(i)**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Effective Date of this Endorsement: 08/16/2024

Endorsement No. 11
Policy No. IXG675161B

EXCLUSION – EMPLOYMENT RELATED PRACTICES

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

This policy does not apply to damages to a person for which any insured is legally liable, or loss, **costs** or expenses, arising out of, resulting from, caused by or contributed to by:

1. Refusal to employ that person;
2. Termination of that person's employment;
3. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution directed at that person; or
4. The spouse, child, parent, brother or sister of that person as a consequence of injury or damage to that person at whom any of the employment-related practices described in Paragraphs 1., 2. or 3. above is directed.

This exclusion applies:

- a. Whether the injury-causing event described in Paragraphs 1., 2. or 3. above occurs before employment, during employment or after employment of that person;
- b. Whether the insured may be liable as an employer or in any other capacity; and
- c. To any obligation to share damages with or repay someone else who must pay damages because of the injury or damage.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Effective Date of this Endorsement: 08/16/2024

Endorsement No. 12
Policy No. IXG675161B

EXCLUSION – CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

Any endorsement addressing acts of terrorism (however defined) in any **controlling underlying policy** does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance:

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
2. "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:
 - a. 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
 - b. 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.

C. 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 injury or damage" that is otherwise excluded under this Coverage Part.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Effective Date of this Endorsement: 08/16/2024

Endorsement No. 13
Policy No. IXG675161B

EXCLUSION – UNINSURED OR UNDERINSURED MOTORIST COVERAGE

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

This policy does not apply to any loss, **costs** or expense payable under or resulting from any liability imposed on the insured or the insured's insurer, under any uninsured or underinsured motorist coverage.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Effective Date of this Endorsement: 08/16/2024

Endorsement No. 14
Policy No. IXG675161B

EXCLUSION – HIRED AND/OR NONOWNED AUTO

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

This policy does not apply to damages for which the insured is legally liable, or loss, **costs** or expenses, arising out of, resulting from, caused by or contributed to by the use (including maintenance or repair) of any **hired auto** and/or **nonowned auto**.

1. **Hired auto** means any auto the insured leases, hires, rents, or borrows.
2. **Nonowned auto** means any auto the insured does not own, lease, hire, rent or borrow that is used in connection with the insured's business. This includes autos owned by the insured's employees, partners, executive officers, or members of their households but only while used in the insured's business or personal affairs.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Effective Date of this Endorsement: 08/16/2024

Endorsement No. 15
Policy No. IXG675161B

EXCLUSION – CARE, CUSTODY OR CONTROL

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

This policy does not apply to any damages for which any insured is legally liable, or loss, **costs** or expenses, arising out of, resulting from, caused by or contributed to by, or aggravated by **property damage** to:

1. Property **you** own, rent, or occupy, including any costs or expenses incurred by **you**, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises **you** sell, give away or abandon, if the **property damage** arises out of any part of those premises;
3. Property loaned to **you**;
4. Personal property in the care, custody or control of the insured;
5. That particular part of real property on which **you** or any contractors or subcontractors working directly or indirectly on **your** behalf are performing operations, if the **property damage** arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because work or operations performed by **you** or on **your** behalf was incorrectly performed on it.

As used in this endorsement:

Property damage means:

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **event** that caused it; or
3. Any other damage to property for which coverage is afforded by the **underlying insurance**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Effective Date of this Endorsement: 08/16/2024

Endorsement No. 16
Policy No. IXG675161B

EXCLUSION – COMMUNICABLE DISEASE

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

This policy does not apply to any damages for which any insured is legally liable, or loss, **costs** or expenses, arising out of, resulting from, caused by or contributed to by:

Communicable disease.

This exclusion applies even if the claims against any **insured** allege negligence or other wrongdoing in the:

- a.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a **communicable disease**;
- b.** Testing for a **communicable disease**;
- c.** Failure to prevent the spread of the disease; or
- d.** Failure to report the disease to authorities.

As used in this exclusion **communicable disease** means an illness due to an infectious agent or its toxic products which is transmitted, directly or indirectly, to a person from an infected person, animal or anthropoid, or through the agency of an intermediate animal, host or vector of the inanimate environment. **Communicable disease** shall include, but not be limited to Acquired Immunodeficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV), Severe Acute Respiratory Syndrome (SARS), Ebola, Novel Coronavirus 19 (COVID-19), chicken pox, hepatitis, measles, meningitis, mononucleosis, whooping cough, cholera, bubonic plague and anthrax.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Effective Date of this Endorsement: 08/16/2024

Endorsement No. 17
Policy No. IXG675161B

EXCLUSION – SEXUAL MISCONDUCT

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

This policy does not apply to **ultimate net loss** for which the insured is legally liable, or loss, **costs** or expenses, arising out of, resulting from, caused by or contributed to by, or in any way related to **sexual misconduct**:

For the purposes of this endorsement, **sexual misconduct** is defined as:

The actual or alleged:

- a. Sexual abuse, sexual molestation, or sexual exploitation, of any one or more person or persons; or
- b. Any other unwelcome or offensive conduct of a sexual nature, whether physical, verbal or written (including conduct using visual images or through electronic means) directed against any one or more persons, including any conduct that causes, grooms, or is intended to cause or groom any one or more persons to engage in any act of a sexual nature or is done to arouse or satisfy a sexual desire of anyone; or
- c. Negligent:
 - (1) Employment;
 - (2) Investigation;
 - (3) Supervision;
 - (4) Reporting to proper authorities, or failure to so report; or
 - (5) Retention;

of a person or persons for whom any insured is or ever was legally responsible and whose conduct is described in Paragraphs a. or b. above of this definition.

- d. Breach of any legal obligation or duty owed to any one or more persons arising out of any conduct described in Paragraphs a. or b. above of this definition.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Effective Date of this Endorsement: 08/16/2024

Endorsement No. 18
Policy No. IXG675161B

EXCLUSION - SPECIAL HAZARDS

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

A. EXCLUSION – SPECIAL HAZARDS

This policy does not apply to **ultimate net loss** or **costs** from any **occurrence** arising out of, contributed to by or relating to any **special hazard** and resulting from the ownership, maintenance or use of any auto.

As used herein, the term, **special hazard**, includes the following:

1. **Radiation hazard;**
2. **Underground hazard;** and
3. **Drilling fluids unloading hazard.**

B. EXCEPTIONS TO EXCLUSION FOR DRILLING FLUIDS UNLOADING HAZARD

Solely with respect to the **drilling fluids unloading hazard** set forth in paragraph **A.3.** of this endorsement, the Exclusion set forth in paragraph **A.** will not apply to bodily injury or property damage that is (i) covered by the **controlling underlying insurance** (and not subject to any sublimit contained in any **underlying insurance**); and (ii) caused by an **event** arising out of the unloading of **drilling fluids** from an auto covered by the **controlling underlying insurance** and also covered by this policy, if the unloading of **drilling fluids** results directly from any of the following:

1. Heat, smoke or fumes from a **hostile fire**;
2. Upset or overturn of such covered auto; or
3. A collision between such covered auto being used in your business and another auto or other object.

Any pollution exclusion attached as an endorsement to this policy will not apply to bodily injury or property damage to which this paragraph **B.** applies; provided, however, that if the insured maintains any pollution legal liability, environmental impairment liability, or similar liability insurance policy applicable to any **ultimate net loss, costs**, injury or damage to which this paragraph **B.** also applies, the coverage afforded under this policy for such **ultimate net loss, costs**, injury or damage shall apply solely in excess of such other insurance, and the Other Insurance Condition of this policy shall be deemed amended accordingly.

C. DEFINITIONS

Additional definitions as used in this endorsement:

1. **Drilling fluids** means liquids that are directly used in, or direct by-products from, drilling, extraction or recovery operations for crude oil, natural gas, or other commodities. **Drilling fluids** include but are not limited to:
 - a. Hydraulic fracturing fluids, lubricants, slippery water or other fracking-related fluids directly used in such operations; or
 - b. Flowback water, brine water or other related by-product liquids directly resulting from such operations.

However, **drilling fluids** do not include:

- (1) Crude oil, natural gas or the commodity that is the subject of drilling, extraction or recovery operations;
- (2) Liquids that result from refining or processing of the commodity that is the subject of drilling, extraction or recovery operations; or
- (3) Potable water.



2. **Drilling fluids unloading hazard** means the unloading of **drilling fluids** from any auto, whether unloading is the result of movement of property by a mechanical device, an accident, a **spill** or otherwise.
3. **Hostile fire** means a fire which becomes uncontrollable or breaks out from where it was intended to be.
4. **Radiation hazard** means the existence of, threats from or contamination by radioactive elements or substances including, but not limited to, naturally occurring radioactive materials (NORM) in flowback water.
5. **Spill** means a discharge, dispersal, release or escape of **drilling fluids**.
6. **Underground hazard** means any:
 - a. Subsurface solid, liquid or gas;
 - b. Below-grade structure; or
 - c. Geological formation;that is beneath the surface of the earth or the surface of a manmade or natural body of water. Such hazard includes, but is not limited to, crude oil, gas, groundwater, brine water, silica, soils, minerals, natural resources, chemicals, additives, manmade substances, machinery, equipment, pipes, casings, pumps, valves, tools, bits or any other drilling equipment, containers, lagoons, retention ponds, seismic equipment or earth movement.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Effective Date of this Endorsement: 08/16/2024

Endorsement No. 19
Policy No. IXG675161B

TOTAL PFAS EXCLUSION

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

1. This policy does not apply to:

a. any **ultimate net loss**, or loss, **costs** or expenses arising out of, in any way related to, or which would not have occurred in whole or in part but for the actual, alleged, threatened, or suspected:

- (1) inhalation of, ingestion of, contact with, exposure to, existence of, or presence of **PFAS**;
- (2) design, manufacture, storage, processing, packaging, handling, testing, distribution, sale or disposal of **PFAS**;
- (3) discharge, dispersal, seepage, migration, release, flaking, leakage, leaching, friability, or escape of **PFAS**;
- (4) providing or failing to provide warnings or instructions with respect to **PFAS**; or
- (5) warranties or representations made at any time with respect to the fitness, quality, durability, performance, toxicity, environmental persistence, presence or absence, or use of **PFAS**;

regardless of whether any other cause, event, materials, substances, compounds, goods, or products (including but not limited to **your product** or any goods or products for which coverage is afforded by the **underlying insurance**) contributed concurrently or in any sequence to such injury or damage;

b. any loss, **costs**, or expense arising out of or related to any:

- (1) request, demand, order or statutory, regulatory or legal requirement of any kind that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, assess or remediate the effects of **PFAS**; or
- (2) claim or suit by or on behalf of any governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of **PFAS**;

c. any other injury or damage, liability, loss, cost or expense arising out of or in any way related to **PFAS** including, but not limited to, any fines, penalties, punitive or exemplary damages;

d. any claims against any insured alleging negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others involving the circumstances described in paragraphs 1.a. through 1.c. above; or

e. any obligation of any insured to indemnify or contribute with any party in connection with paragraphs 1.a. through 1.d. above.

This exclusion applies regardless of whether the goods, products (including but not limited to **your product** or any goods or products for which coverage is afforded by the **underlying insurance**), materials, compounds or substances that are defined as **PFAS** in paragraph 2.a. below are a solid, liquid or gas (including but not limited to dust, smoke, vapor, soot or fumes).

2. The following definitions are added to **SECTION V – DEFINITIONS**:

a. **PFAS** means:

- (1) any perfluoroalkyl or polyfluoroalkyl substances, including but not limited to: Perfluorooctane sulfonate (PFOS), Perfluorooctanoic acid (PFOA), Perfluorononanoic acid (PFNA), Perfluorodecanoic acid (PFDA), Perfluorobutane sulfonic acid (PFBS), N-Methyl-perfluorooctane sulfonamido acetic acid (Me-PFOSA-AcOH), Perfluorobutanesulfonate, Perfluorohexane sulfonic acid (PFHxS), Potassium Perfluorobutane Sulfonate (PFBS), or ammonium perfluorooctanoate (APFO), GenX, including hexafluoropropylene oxide dimer acid (HFPO-DA);
- (2) any substance that, by whatever name known:
 - (a) has a similar chemical formulary, formation, or structure to any substance listed in paragraph 2.a.(1) above;
 - (b) is a derivative of or an intended replacement of any substance listed in paragraph 2.a.(1) above;
 - (c) is an associated homologue, isomer, salt, ester, alcohol, acid, or is a related degradation or by-product, of any substance listed in paragraph 2.a.(1) above;
 - (d) contains at least one fully fluorinated methyl or methylene carbon atom (without any H/Cl/Br/I atom attached to it); or
 - (e) had been referred to by chemical structure, name or CAS Number, as a known or suspected PFAS, perfluoroalkyl, or polyfluoroalkyl chemical or substance in any foreign or United States federal, state or local statute, law, regulation, rule or written proposed rule, or governmental bulletin (including but not limited to publications of the United States Environmental Protection Agency) that had been published as of the effective date of this insurance; or
- (3) any goods, products (including but not limited to **your product** or any goods or products for which coverage is afforded by the **underlying insurance**), materials, compounds, or substances that actually or allegedly consist of, contain, or are contaminated with any amount of the substances described in paragraphs 2.a.(1) or 2.a.(2) above.

b. **Your product**:

(1) Means:

- (a) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (i) The insured;
 - (ii) Others trading under the insured's name; or
 - (iii) A person or organization whose business or assets the insured has acquired; and
- (b) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.



(2) Includes:

- (a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
- (b) The providing of or failure to provide warnings or instructions.

Your product does not include vending machines or other property rented to or located for the use of others but not sold.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Effective Date of this Endorsement: 08/16/2024

Endorsement No. 20
Policy No. IXG675161B

**EXCLUSION – CYBER PRIVACY EVENT, CYBER SECURITY EVENT, DATA-RELATED LIABILITY,
AND INTERRUPTION OR FAILURE OF SERVICES**

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

1. This policy is amended by the addition of the following exclusions which supersede any other provision to the contrary:

This policy does not apply to:

Any **ultimate net loss**, or loss, **costs** or expenses arising directly or indirectly out of, resulting from, caused by or contributed to by:

- a. Any **cyber privacy event**;
- b. Any **cyber security event**; or
- c. The loss of, loss of use of, damage to, corruption of, inability to access, inability to manipulate, impairment of, or error in the design of manufacture of **electronic data**.

These exclusions apply even if **ultimate net loss** are claimed for notification costs, credit monitoring expenses, issuance or reissuance of payment cards, attorneys' fees, forensic expenses, public relations expenses or any other loss, cost or expense incurred by any insured or others arising out of that which is described in Paragraph a., b. or c. above, as defined.

- d. Interruption Or Failure Of Services

- (1) Any electrical, telecommunication (including internet service providers), satellite or mechanical failure of infrastructure or service (of any kind or degree whatsoever including, but not limited to, the interruption of electric power supply, power surge, brownouts, blackouts, short circuits, overvoltage, induction or power fluctuation) not under the operational control of the insured;
- (2) Any cessation or slowdown of those activities conducted by **you** in the normal conduct of **your** business or **your** suspension of **your** business activities:
 - (a) For the purpose of avoiding or mitigating the possibility of transmitting any malware to another person or entity;
 - (b) Due to insufficient capacity to process transactions; or
 - (c) Due to an overload of activity on any **information system**.

2. For the purposes of this exclusion, the following definitions apply:
- a. **Cyber privacy event** means any actual, alleged, or attempted:
 - (1) Access to or disclosure of **protected information**;
 - (2) Loss of **protected information**;
 - (3) Failure to maintain or provide **your** publicly available privacy policy in compliance with any **privacy or security regulation**;
 - (4) Violation of any **privacy or security regulation**.
 - b. **Cyber security event** means any actual, alleged, attempted or threatened:
 - (1) Unauthorized access to or unauthorized use of any **information system**;
 - (2) Denial of service attack;
 - (3) **Social engineering incident**;
 - (4) Extortion or ransomware incident;
 - (5) Release, introduction, transmission or facilitation of any malware into any **information system**;
 - (6) Loss in any way involving cryptocurrency or any other fungible token, non-fungible token (NFT), or any account, wallet, address, or access credential that secure any of the foregoing;
 - (7) Loss in any way involving virtual reality, augmented reality or the metaverse; or
 - (8) Violation of any **privacy or security regulation**.
 - c. **Electronic data** means information, facts or programs stored as or on, created or used on, or transmitted to or from any **information system**.
 - d. **Information system** means any:
 - (1) Electronic hardware including, but not limited to, any:
 - (a) Computer;
 - (b) Transportable, mobile or handheld device;
 - (c) Operational Technology (OT) or Industrial Control System (ICS) machinery, equipment or device (including but not limited to Industrial Internet of Things (IIoT) machinery, equipment or device);
 - (d) Internet of Things (IoT) device;
 - (e) Network equipment;
 - (f) Electronic data storage (including but not limited to any hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices, any other media, storage area network (SAN) or electronic data backup facility);
 - (g) Associated input and output device; or
 - (h) Related component;
 - (2) Paper storage
 - (3) Software (including but not limited to firmware, middleware, software components, operating systems, client-server based software, individual applications, network related software, artificial intelligence, or any other software that is distinct from any of the foregoing);
 - (4) Communication network (including but not limited to those used in connection with the items described in paragraphs d.(1) through d.(3) above); or
 - (5) Interface or other means (including but not limited to those items described in paragraphs d.(1) through d.(4) above) by which any user interacts with any computer system.

Paragraphs d.(1) through d.(5) above include, but are not limited to, any software-as-a-service (SaaS), platform-as-a-service (PaaS), web/cloud or other multi-tenant service or storage model.

- e. **Privacy or security regulation** means any federal, state, local or foreign current or future statute, law, rule or regulation associated with the control, correction, collection, protection, retention, handling, disposal, processing, disclosure, sharing, sale, maintenance, acquisition, storage, access to, use or misuse, of **protected information**.

Privacy or security regulation includes but is not limited to:

- (1) The Health Insurance Portability and Accountability Act of 1996 (as amended) (HIPAA) or the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and their implementing regulations, or protected health-related information under any similar federal, state, local or foreign law;
- (2) The Gramm-Leach Bliley Act of 1999 and its implementing regulations;
- (3) The California Security Breach Notification Act (CA SB 1386) and Massachusetts 201 CMR 17.00;
- (4) The Identity Theft Red Flags under the Fair and Accurate Credit Transactions Act of 2003;
- (5) The Fair Credit Reporting Act;
- (6) Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. §45(a), but solely for alleged violations of unfair or deceptive acts or practices in or affecting commerce;
- (7) The Data Protection Act of 1998 or similar legislation to comply with the European Union Data Protection Directive 95/45/EC of 1995;
- (8) The European Union General Data Protection Regulation (Regulation (EU) 2016/679 – GDPR);
- (9) The New York Cybersecurity Regulation (23 NYCRR Part 500);
- (10) The California Consumer Privacy Act of 2018;
- (11) The California Privacy Rights Act of 2020;
- (12) The Biometric Information Privacy Act (740 ILCS 14/); or
- (13) Any other federal, state, local or foreign statute, law, rule or regulation concerning data protection or information security.

- f. **Protected information** means any:

- (1) information not available to the general public through which an individual may be identified, as set forth in any **privacy or security regulation**, including (but not limited to) an individual's:
 - (a) Social security number, driver's license number or state identification number;
 - (b) Protected health information;
 - (c) Financial account numbers;
 - (d) Security codes, passwords, personal identification numbers associated with credit, debit or charge card numbers which would permit access to financial accounts;
 - (e) Biometric data; or
 - (f) Any other nonpublic information as set forth in any **privacy or security regulation**; or
- (2) Business records, customer lists, intellectual property (including but not limited to patents, trade secrets, data, designs, interpretations, forecasts, methods, practices, processes, reports, ideas or expressions of ideas) or any other non-public information entrusted to an insured under a written contract to protect its confidentiality.

g. **Social engineering incident** means any insured:

- (1) Having transferred, paid or delivered funds, data or information; or
- (2) Accepted, completed or relayed instructions

as a result of any deceptive, misleading or deceitful instruction (including but not limited to any written, electronic, virtual, telephone or in-person instruction).

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement #21, effective 08/16/2024 forms a part of Policy #IXG675161B

issued to JRT DELIVERY SYSTEMS, LLC.

**ADDITIONAL POLICY CONDITIONS -
TRADE SANCTIONS AND
SPECIALLY DESIGNATED NATIONALS (OFAC)**

This endorsement modifies insurance provided under this Policy.

This policy is amended by the addition of the following conditions which supersede any other provision to the contrary:

1. If the performance of the whole or any part of this Contract breaches an embargo or sanctions program arising from any law or regulation applicable to us, then, we will not provide coverage and we will not be liable for any claim or expense or for providing any benefit hereunder to the extent that the provision of such cover, payment of such claim expense or provision of such benefit would expose us to any sanction, prohibition or restriction applicable to us under such law or regulation.
2. In accordance with the Office of Foreign Assets Control (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 policy 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.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Effective Date of this Endorsement: 08/16/2024

Endorsement No. 22
Policy No. IXG675161B

**EXCLUSION – RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION
OF LAW**

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

1. This policy is amended by the addition of the following exclusion:

This policy does not apply to:

Any **ultimate net loss**, or loss, **costs** or expenses arising directly or indirectly out of, resulting from, caused by or contributed to by:

- a. Any actual or alleged violation of:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Effective Date of this Endorsement: 08/16/2024

Endorsement No. 23
Policy No. IXG675161B

This endorsement modifies insurance provided under this policy.

SERVICE OF SUIT

SERVICE OF SUIT CLAUSE

The following Condition is added to the policy and supersedes any provision to the contrary:

It is agreed that in the event of the failure of **General Star Indemnity Company** (the "Insurer") to pay any amount claimed to be due hereunder, the Insurer, at the request of the Insured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court. However, nothing in this provision constitutes a waiver of the Insurer's rights 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 of America or of any State in the United States.

It is further agreed that service of process in such suit may be made upon the Insurer by certified mail, return receipt requested, addressed to the Insurer in the care of its **General Counsel**, Attention: Legal Department, General Star Indemnity Company, 120 Long Ridge Road, Stamford, CT 06902-1843. In any suit instituted under this contract, Insurer will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-referenced Corporate Counsel, or his designee, is authorized and directed to accept service of process on behalf of the Insurer in any such suit or upon the request of the insured to give a written undertaking to the Insured that it will enter a general appearance upon the Insurer's 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 of America, which makes provision therefore, the Insurer hereby designates the Superintendent, Commissioner or Director of Insurance, or such other insurance department representative, or such other governmental officer, such as the Secretary of State, specified for that purpose in the statute, or his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the Insurer's Corporate Counsel as the person to whom the said insurance department representative is authorized to mail such process or a true copy thereof.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

General Star Indemnity Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SIGNATURE PAGE

IN WITNESS WHEREOF the **General Star Indemnity Company** has caused this Policy to be signed by its President and Secretary at Stamford, Connecticut.

General Star Indemnity Company



Secretary



President