

# Disclosure Statement



It is our pleasure to present the enclosed policy to you  
for presentation to your customer.

## **INSTRUCTION TO AGENT OR BROKER:**

WE REQUIRE THAT YOU TRANSMIT THE ATTACHED/ENCLOSED DISCLOSURE STATEMENT TO THE CUSTOMER  
WITH THE POLICY.

Once again, thank you for your interest, and we look forward to meeting your needs and those of your customers.

# Disclosure Statement



## NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

<http://www.zurichnaproducercompensation.com>

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company  
and its underwriting subsidiaries.



## Privacy Notice

### We Take Important Steps to Protect the Personal Information We Collect About You

Dear Customer:

rev October 2011

We care about your privacy. That is why we believe in your right to know what nonpublic personal information we collect about you and what we do with that information. This Privacy Notice describes the nonpublic personal information we collect about you and how we handle the information as it relates to individuals who either own or are covered by insurance we issue, or who use other financial products or services we provide.

Overview	UNDERSTANDING HOW WE USE YOUR PERSONAL INFORMATION
<b>Why are you receiving this Notice?</b>	Financial institutions, which include the Company, choose how they share your personal nonpublic information. Federal and state law gives consumers the right to limit some but not all sharing of that information. Federal law also requires us to tell you how we collect, share and safeguard your nonpublic personal information. You are receiving this Privacy Notice because our records show either that you are the owner of an insurance policy or you are (or are authorized to act on behalf of) a current insured, future beneficiary and/or claimant under a policy, product or services issued by the Company.
<b>What types of Information do we collect?</b>	<p>The types of nonpublic personal information we collect and share depend on the product or service you have with us. For example, this information can include:</p> <ul style="list-style-type: none"><li>• Information about you we receive from you on applications or other forms, such as your name, address, telephone number, date of birth, your social security number, employment information, information about your income, medical information;</li><li>• Information about your transactions with the Company and its affiliates;</li><li>• Information about your claims history;</li><li>• Data from insurance support organizations, government agencies, insurance information sharing bureaus;</li><li>• Property information and similar data about you or your property; and</li><li>• Information we receive from a consumer reporting agency, such as a credit report.</li></ul> <p>When your relationship with us ends, we may continue to share information about you as described in this Privacy Notice.</p>
<b>What do we do with the nonpublic personal information we collect?</b>	WE SHARE YOUR NONPUBLIC PERSONAL INFORMATION IN THE COURSE OF SUPPORTING YOUR INSURANCE COVERAGE OR NON-INSURANCE PRODUCTS OR SERVICES, AS AUTHORIZED BY LAW, OR WITH YOUR CONSENT. THIS INCLUDES SHARING, AS PERMITTED BY LAW, YOUR NONPUBLIC PERSONAL INFORMATION WITH AFFILIATED PARTIES AND NONAFFILIATED THIRD PARTIES, AS APPLICABLE, IN THE COURSE OF SUPPORTING YOUR INSURANCE COVERAGE OR NON-INSURANCE PRODUCTS. IN THE SECTION BELOW, WE LIST THE REASONS WE CAN SHARE YOUR NONPUBLIC PERSONAL INFORMATION, WHETHER WE ACTUALLY SHARE YOUR NONPUBLIC PERSONAL INFORMATION, AND WHETHER YOU CAN OPT OUT OF THIS SHARING (OR IF YOU ARE A RESIDENT OF VERMONT, WHETHER YOU HAVE THE RIGHT TO OPT IN TO ALLOWING THIS SHARING).

Reasons we may share your personal information	Does Company Share?	Can you opt out of this sharing or limit this sharing or is your authorization required for this sharing?  [For residents of Vermont: Do you have the right to opt in to allow this sharing?]
<b>For our everyday business purposes</b> – to affiliates and non-affiliates to process your transactions, administer insurance coverage, products or services, maintain your account and report to credit bureaus	Yes	No
<b>For our marketing purposes or for joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> – transaction and experience information	Yes	No
<b>For our affiliates' everyday business purposes</b> – creditworthiness	No	No
<b>For our affiliates to market to you</b>	Yes	No
<b>For non-affiliates to market to you</b>	No	We don't share

Collecting and safeguarding information	
<b>How often does the Company notify me about their practices?</b>	We must notify you about our sharing practices when you receive your policy, open an account or purchase a service, and each year while you are a customer, or when significant or legal changes require a revision.
<b>Why and how does the Company collect my nonpublic personal information?</b>	<p>We collect nonpublic personal information when you apply for insurance or file an insurance claim to help us provide you with our insurance products and services, and determine your insurability or other eligibility. We may also ask you and others for information to help us verify your identity in order to prevent money laundering and terrorism. We collect personal information from:</p> <ul style="list-style-type: none"> <li>• Applications, forms and telephone, web site or written contact with you. This information can include social security number, driver's license number and income.</li> <li>• Your transaction(s) with us, our affiliates and other non-affiliated third parties. Transactional information includes such things as your insurance coverage, premiums, claims and payment history. Non-affiliated third parties may include appraisers, investigators, insurance companies, etc.</li> <li>• Information from physicians, hospitals and other medical providers. We collect this information only in connection with the issuance of individual or group insurance policies on your life or health, and with the processing and adjustment of claims under that insurance.</li> </ul> <p>Information in a report prepared by an insurance support organization may be retained by that organization and provided to others.</p>
<b>What nonpublic personal information does the Company disclose?</b>	We may provide to an affiliated or non-affiliated party the same nonpublic personal information listed above in the section entitled, "What information do we collect?".
<b>How does the Company safeguard my nonpublic personal information?</b>	Employees who have access to your nonpublic personal information are required to maintain and protect the confidentiality of that information. Access to your personal information may be needed to conduct business on your behalf or to service your insurance coverage. In addition, we maintain physical, electronic and procedural measures to protect your personal information in compliance with applicable laws and regulatory standards.

**FOR RESIDENTS OF ARIZONA, CALIFORNIA, CONNECTICUT, GEORGIA, ILLINOIS, MAINE, MASSACHUSETTS, MINNESOTA, MONTANA, NEW JERSEY, NEVADA, NORTH CAROLINA, NORTH DAKOTA, OHIO OR VIRGINIA:**

**You have the following individual rights under state law:**

Except for certain documents related to claims and lawsuits, you have the right to access the recorded personal information that we have collected about you which we reasonably can locate and retrieve. To access your recorded personal information you must submit a written request reasonably describing the information you seek, and send your written request to: Privacy Office via mail (Zurich – Privacy Office, 1400 American Lane, T2 FL16, Schaumburg, IL 60196) or via email at [privacy.office@zurichna.com](mailto:privacy.office@zurichna.com). If you would like a copy of your recorded personal information that we reasonably can locate and retrieve, we may charge you a reasonable fee to cover the costs incurred in providing you a copy of the recorded information. If you request medical records, we may elect to supply that information to you through your designated medical professional. We may also direct you to a consumer reporting agency to obtain certain consumer report information.

Generally, most of the recorded nonpublic personal information we collect about you and have in our possession is from policy applications or enrollment forms you submit to obtain our products and services, and is reflected in your statements and other documentation you receive from us. If you believe that the personal information we have about you in our records is incomplete or inaccurate, please let us know at once in writing, and we will investigate and correct any errors we find.

You also have the right to request the correction, amendment, or deletion of recorded personal information about you that we have in our possession. You must make your request in writing and send your written request to: Privacy Office via mail (Zurich – Privacy Office, 1400 American Lane, T2 FL16, Schaumburg, IL 60196) or via email at [privacy.office@zurichna.com](mailto:privacy.office@zurichna.com).

**FOR HEALTH INSURANCE POLICIES ISSUED IN NEVADA:**

If you wish to make a complaint or an inquiry concerning your health insurance policy, you may contact the Nevada Department of Business and Industry, Division of Insurance by calling (toll-free) (888) 872-3234. The hours of operation of the Division are Monday through Friday from 8 a.m. until 5 p.m., Pacific Standard Time.

Key words and phrases	TERMS YOU SHOULD KNOW
<b>Definitions</b>	
<b>Everyday business purposes</b>	The actions necessary for financial companies like the Company to conduct business and manage customer accounts, such as: <ul style="list-style-type: none"><li>• Processing transactions, mailing and auditing services</li><li>• Administering insurance coverage, product, services or claims</li><li>• Providing information to credit bureaus</li><li>• Protecting against fraud</li><li>• Responding to court/governmental orders or subpoenas and legal investigations</li><li>• Responding to insurance regulatory authorities</li></ul>
<b>Affiliates</b>	Financial or nonfinancial companies related by common ownership or control. <ul style="list-style-type: none"><li>• <i>Company affiliates include insurance and non-insurance companies under common ownership with the Company and that provide insurance and non-insurance products or services.</i></li></ul>
<b>Non-affiliates</b>	Financial or nonfinancial companies not related by common ownership or control. We do not rent or sell your nonpublic personal information. However, we may share your information with companies that we hire to perform business services for us, such as data processing, computer software maintenance and development, and transaction processing. When we disclose information to others to perform these services, they are required to take appropriate steps to protect this information and use it only for purposes of performing the business services. <ul style="list-style-type: none"><li>• <i>Company does not share information with non-affiliates to market to you.</i></li></ul>
<b>Joint marketing</b>	A formal agreement between non-affiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"><li>• <i>Company does not jointly market.</i></li></ul>

<b>Changes to this Privacy Notice; contact us</b>	<p>We may change the policies, standards and procedures described in this Notice at any time to comply with applicable laws and/or to conform to our current business practices. We will notify you of material changes.</p> <p>If you have any questions about your contract with us, you should contact your agent.</p> <p>If you have questions specific to our Privacy Notice, contact our Privacy Office via mail (Zurich – Privacy Office, 1400 American Lane, T2 FL16, Schaumburg, IL 60196) or via email at <a href="mailto:privacy.office@zurichna.com">privacy.office@zurichna.com</a>.</p>
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This Privacy Notice is sent on behalf of the following affiliated companies:

*American Guarantee and Liability Insurance Company, American Zurich Insurance Company, Assurance Company of America, Colonial American Casualty and Surety Company, Empire Fire & Marine Insurance Company, Empire Indemnity Insurance Company, The Fidelity and Deposit Company of Maryland, Maryland Casualty Company, Northern Insurance Company of New York, Steadfast Insurance Company, Universal Underwriters Insurance Company, Universal Underwriters of Texas Insurance Company, Zurich American Insurance Company, Zurich American Insurance Company of Illinois, The Zurich Services Corporation (hereinafter individually and collectively referred to as "Company").* This Privacy Notice applies to insurance products underwritten by or administered by the Company.



## **Advisory notice to policyholders regarding the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") regulations**

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 the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

**Please read this Notice carefully.**

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.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>.

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 restrictions. When an insurance policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on premiums and payments also apply.

## Schedule of Forms and Endorsements



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 0134900-00	09/01/2014	09/01/2015	09/01/2014	37385000	-----	-----

**Named Insured and Mailing Address:**

NEW ENERGY TRANSPORT, INC  
5255 FIDELITY ST  
HOUSTON, TX 77029-3566

**Producer:**

LOCKTON COMPANIES LLC  
444 W 47TH ST STE 900  
KANSAS CITY, MO 64112-1906

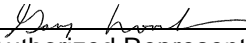
The following provides an index of the forms and endorsements attached to this policy:

Form Number

STF-OCL-100-A CW (10/11)  
STF-GU-199-B (01/09)

Form Name

Contingent Liability Policy  
Important Notice - Service of Suit and In Witness Clause

Signed by:   
Authorized Representative

09/09/2014  
Date



# **STEADFAST INSURANCE COMPANY**

## **CONTINGENT LIABILITY INSURANCE POLICY**

**A MEMBER OF  
ZURICH**

# Contingent Liability Policy Declarations



## Steadfast Insurance Company

**Policy No.:** GLO 0134900-00

1. Name and Address of **Named Insured:** NEW ENERGY TRANSPORT, INC  
5255 FIDELITY ST  
HOUSTON, TX 77029-3566

2. **Policy Period:** Effective Date: 09/01/2014  
Expiration Date: 09/01/2015

3. Description of Operation: Trucking

4. Limits of Insurance:

a. Workers' Compensation Reimbursement Benefits  
**Principal Garaging Location** in the states of  
CO, MA, NJ, NV or NC

**Statutory Benefits each Claim**

b. Workers' Compensation Reimbursement Benefits  
**Principal Garaging Location** in all other states:

**Statutory Benefits each  
Claim**

c. Employer's Liability: Bodily Injury by Accident  
Bodily Injury by Disease  
Bodily Injury by Disease

\$100,000	Each Accident
\$500,000	<b>Policy Limit</b>
\$100,000	Each <b>Covered Individual</b>

5. Premium: All information required below is subject to verification and change by audit.

a. Total Estimated Monthly <b>Covered Individual</b> Census:	N/A
b. Monthly Rate per <b>Covered Individual</b> (if applicable):	N/A
c. Estimated Annual Premium:	\$1,000
d. Minimum and Deposit Premium:	\$1,000

**THIS IS NOT A WORKERS' COMPENSATION POLICY AND IS NOT A SUBSTITUTE FOR WORKERS' COMPENSATION COVERAGE.**

09/09/2014



**ZURICH**<sup>®</sup>

# Contingent Liability Policy

This **Policy** provides limited insurance coverage and applies only in the event of the occurrence of a **Covered Contingency**. Please read this **Policy** carefully to determine **Your** rights, duties and obligations, and the insurance coverages that are provided herein.

As used in this **Policy**, the words “**You**” and “**Your**” refer to the **Named Insured** set forth in the Declarations Page and to any other person or organization qualifying as a **Named Insured** under this **Policy**. The words “**We**”, “**Us**”, “**Our**”, and “**Company**” refer to the **Company** providing this coverage.

Any capitalized terms in this **Policy** and any riders, amendments, or other attached papers are to be given the meanings as provided in Section II – Definitions, or as later defined herein.

## **SECTION I – INSURING AGREEMENT**

Upon the occurrence of a **Covered Contingency**, **We** will pay for the legal defense of the **Named Insured** in connection with the **Claim** of a **Covered Individual** seeking workers’ compensation or employer liability benefits for an injury on the condition that the **Named Insured** agrees to be represented by the attorney which **We** designate unless the **Named Insured’s** workers’ compensation carrier asserts its right and duty to defend the **Named Insured** in which event the workers’ compensation carrier will provide the defense. **We** reserve the right to settle the **Claim** with the **Covered Individual** prior to the issuance of an order and pay the **Covered Individual** on behalf of the **Named Insured**. In the event that a **Covered Individual** is deemed to be an employee of the **Named Insured** for purposes of workers’ compensation by order of a state administrative or regulatory agency or board or a court of competent jurisdiction, **We** will reimburse the **Named Insured** or the **Named Insured’s** workers’ compensation carrier for the benefits paid under the workers’ compensation or employer’s liability law. Notwithstanding the foregoing, no reimbursement or benefit will be paid if prohibited by law.

## **SECTION II – DEFINITIONS**

**Base Terminal** means a permanent location with central loading docks and/or storage facilities where a **Covered Individual** regularly goes to load, unload, store or transfer freight.

**Claim** means an allegation made, administrative or regulatory action, or lawsuit commenced before any board, agency, or court of competent jurisdiction by a **Covered Individual** for benefits under the workers’ compensation law of that state. Each **Claim** is subject to the limits as shown in Section 4 of the Declaration page.

**Covered Contingency** occurs when the **Named Insured** receives written notice of a **Claim** for injury by a **Covered Individual** seeking workers’ compensation or employer’s liability benefits within the meaning of the applicable workers’ compensation law.

**Covered Contract** means a lease agreement governed by federal motor carrier leasing regulations that was signed and executed by the **Named Insured**, prior to a **Covered Contingency**, for contractual rights to a power unit for the purposes of transporting freight.

**Covered Individual** means a person who:

1. is compensated by IRS Form 1099 for services provided under a **Covered Contract** to the **Named Insured**; and
2. maintained an Occupational Accident policy issued to the **Named Insured** by **Us** when the injury giving rise to the **Claim** occurred.

**Named Insured** means the entity shown as the **Named Insured** in the Declarations to this **Policy**, and any wholly owned subsidiaries or divisions of the **Named Insured**.

**Policy** means this Contingent Liability **Policy**.

**Principal Garaging Location** means either:

1. **State of Residence**; or;
2. **Base Terminal**; or;
3. Permanent maintenance garage where the power unit is serviced or stored on a regular basis.

**State of Residence** means the state in which the **Covered Individual** resides as evidenced by the location used for filing federal income tax.

**Statutory Benefits** are benefits as defined by the workers' compensation law in the state in which the **Claim** was filed.

### **SECTION III – EXCLUSIONS**

This **Policy** shall not apply to, and no coverage shall be provided under this **Policy** for, any **Claim**:

1. brought by a person legally acknowledged by the **Named Insured** to be an employee thereof;
2. with respect to any injury that is intentionally self-inflicted;
3. arising out of a **Covered Individual's** commission of or attempt to commit a felony;
4. arising out of a **Covered Individual's** being under the influence of drugs or intoxicants, if that **Claim** would not be covered under the workers' compensation laws where the **Claim** was filed.
5. brought by a **Covered Individual** for a **Claim** that occurs subsequent to the issuance of any order by a workers' compensation board, governmental agency, or court of competent jurisdiction which has the precedential effect of making all similarly situated individuals employees of the **Named Insured** for the purposes of Workers Compensation eligibility either:
  - a. in the state of domicile of the **Named Insured**; or;
  - b. in the state of jurisdiction of the **Covered Contract**; or;
  - c. in a state that can be considered a **Principle Garaging Location** of the **Covered Individual**.
6. arising out of all statutory causes of action (except those brought under a Wrongful Death statute for damages that are otherwise defined as a Claim under this **Policy**), including, but not limited to: Title VII or Civil Rights Act of 1964; Civil Rights Act of 1991; Civil Rights Act of 1966; Age Discrimination in Employment Act; Americans with Disabilities Act; Employee Retirement Income Security Act; Fair Labor Standards Act; Bankruptcy Code; State Human Rights Act; Railway Labor Act; and National Labor Relations Act; as amended;

### **SECTION IV – CONDITIONS**

Duties in the Event of a **Claim** or Suit

1. **You** must notify **Us** of a **Claim** within fifteen (15) days of receiving the **Claim**.
2. **You** must provide **Us** with:
  - a. A copy of the demand, summons, petition or any other legal paper which **You** received in connection with the claim;
  - b. A description of how, when and where the **Claim** or the underlying injury which gave rise to the **Claim** took place
  - c. The names and addresses of any injured persons and witnesses to the injury;
  - d. A copy of the **Covered Contract**; and
3. **You** must:
  - a. Authorize **Us** to obtain records or other information;
  - b. Authorize **Us** to engage legal counsel to appear at any and all hearings and proceedings related to the **Claim**;
  - c. Cooperate with **Us** in the investigation, settlement or defense of the **Claim**; and
  - d. Assist **Us**, upon request, in the enforcement of any subrogation right against any person or organization which may be liable to the **Named Insured**.

4. No **Named Insured** is authorized, except at its own cost and expense, to voluntarily make any payment, assume any obligation, or incur any expense without **Our** prior written consent.
5. Notices are to be sent to Steadfast Insurance Company, P.O. Box 968041, Schaumburg, IL 60196.

**Sunset.** Any **Claim** which is not reported to **Us** as required in this Section IV of the **Policy** within five (5) years of the injury giving rise to the **Claim** will not be covered under the **Policy**.

**Other Insurance.** If the **Covered Individual** carries other valid and collectible insurance of indemnity or reimbursement with any other insurer covering a **Claim** also covered by this **Policy**, the insurance afforded by this **Policy** shall apply in excess of and shall not contribute with such other insurance.

#### **Premium Audit**

1. **We** will compute all premiums for this **Policy** in accordance with **Our** rules and rates.
2. Premium shown in this **Policy** as advance premium is a deposit premium only. At the close of each audit period, **We** will compute the earned premium for that period. Audit premiums are due and payable on notice to the first **Named Insured** set forth in the Declarations. If the sum of the advance and audit premiums paid for the term of this **Policy** is greater than the earned premium, **We** will return the excess to the first **Named Insured** as set forth in the Declarations.
3. The first **Named Insured**, as set forth in the Declarations, must keep records of all information **We** require for premium computation and must send **Us** copies of such information at such times as **We** may request.

**Representations.** By accepting this **Policy**, **You** represent and warrant that:

1. All statements in the Declarations are accurate and complete;
2. Those statements are based upon representations **You** have to **Us**;
3. **We** have issued this **Policy** in reliance upon **Your** representations.

#### **Cancellation**

1. The first **Named Insured** set forth in the Declarations may cancel this **Policy** by mailing or delivering to **Us** at least 10 days written notice of cancellation.
2. **We** may cancel this **Policy** by mailing or delivering to the first **Named Insured** set forth in the Declarations written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if **We** cancel for nonpayment or premium; or
  - b. 30 days before the effective date of cancellation if **We** cancel for any other reason.
3. **We** will mail or deliver **Our** notice of cancellation to the last mailing address known to **Us** of the first **Named Insured** set forth in the Declarations;
4. Notice of cancellation will state the effective date of cancellation. The coverage will end on that date.
5. If this **Policy** is canceled, **We** will send the first **Named Insured** set forth in the Declarations any premium refund due. If **We** cancel, the refund will be pro-rata. If the first **Named Insured** set forth in the Declarations cancels, the refund will be short rate. The cancellation will be effective even if **We** have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

**Termination.** This **Policy** shall automatically terminate if the **Named Insured** does not have active and in force Workers' Compensation coverage.

**Changes.** This **Policy** contains all the agreements between **You** and **Us** concerning the insurance provided by the **Company**. The first **Named Insured** set forth in the Declarations is authorized on behalf of all other **Named Insureds** to accept changes to the terms of the **Policy**. The terms of this **Policy** can be amended or waived only by endorsement issued by **Us** and made a part of this **Policy**.

**Entire Contract.** This **Policy** is the complete contract. It consists of this **Policy** and the application, attached riders, endorsements or amendments, which are attached to and made part of this **Policy**. **We** reserve the right to rescind this **Policy**, if the **Named Insured** makes statements in the Application which are fraudulent or which are material misrepresentations.

**Subrogation.** If the **Named Insured** has rights to recover all or part of any payment **We** have made under this **Policy**, those rights are transferred to **Us**. The **Named Insured** must do nothing after any injury to impair such rights. At **Our** request, the **Named Insured** will bring a legal **Claim** or transfer those rights to **Us** and help **Us** enforce them.

**Principal Garaging Location.** **We** reserve the right to select the method to determine the **Principal Garaging Location** so long as it is consistent with the definition contained within this **Policy**.

**Premiums.** The first **Named Insured** set forth in the Declarations:

1. Is responsible for the payment of all premiums required to be paid under this **Policy**; and
2. Will be the payee for any return premiums **We** pay.

Transfer of **Your** Rights and Duties Under This **Policy**. **Your** rights and duties under this **Policy** may not be transferred or assigned without **Our** prior written consent.

If the **Named Insured** is an individual and dies during the term of this **Policy**, such **Named Insured's** rights and duties will be transferred to his or her legal representative, but only while acting within the scope of duties as legal representative of the **Named Insured**. Until such legal representative is appointed, anyone having proper temporary custody of such **Named Insured's** property will have such person's rights and duties, but only with respect to that property.



## Important Notice

### Service of Suit and In Witness Clause

#### Service of Suit

In the event an action or proceeding arises under the contract, it is agreed that the Company, at your request, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver or limitation of the right to arbitration as set forth herein or 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 any state in the United States. It is further agreed that service of process in such suit may be made upon Illinois Corporation Service Company, 801 Adlai Stevenson Drive, Springfield, IL 62703. In any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance, other officer specified for that purpose in the statute, or his 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 of any beneficiary hereunder arising out of this policy of insurance and hereby designates the above named Illinois Corporation Service Company as the entity to whom the said officer is authorized to mail such process or a true copy thereof.

#### In Witness Clause

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

President

Corporate Secretary

**QUESTIONS ABOUT YOUR INSURANCE?** Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your policy or claim number ready):

Zurich in North America  
Customer Inquiry Center  
1400 American Lane  
Schaumburg, Illinois 60196-1056  
**1-800-382-2150** (Business Hours: 8am - 4pm [CT])  
**Email:** [info.source@zurichna.com](mailto:info.source@zurichna.com)