

Policy No. K22D4987

Risk Details

Unique Market Reference:

B1161K22D4987

Type:

Private Fine Art, Artefacts and Archives Insurance

Insurance Agent:

Alliant Insurance Services, Inc
100 Pine Street, 11th Floor, San Francisco, CA 94111, United States of America

Insured:

California State University Risk Management Authority

Premises Insured and/or Situation:

23 California State University Campuses & 7 Off-Campus Centres as detailed in the information section below.

Period:

1st July 2022 at Local Standard Time
to
30th June 2023 at Local Standard Time, both days inclusive

Local Standard Time will be the time at which a loss occurs and within the "territorial scope" of this Insurance

Interest:

Fine Arts, Artefacts and Archives of whatsoever nature comprising inward and outward loans, but excluding general contents, fixtures and fittings, textbooks and academic materials and the like.

Sum

Insured:

USD 25,000,000 any one occurrence and in the annual aggregate sub limited as follows:

USD 5,000,000 any one transit and/or unnamed locations worldwide

Single article limit of liability of USD 5,000,000 at Northridge and San Diego only reducing to USD 2,500,000 for all other campuses other than in respect of those items listed on page three (3) of this schedule. The most underwriters will pay for any scheduled item is the scheduled value.

Conditions:

Howden Museum Insurance wording

Deductible: Nil increasing to 10% of the loss, each and every loss in respect of Earthquake only.

Endorsements

LSW1001 Several Liability Notice

CL370 Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause

LMA5403 Marine Cyber Clause

JC2009/056 Termination of Transit Clause (Terrorism)

NMA2920 Terrorism Exclusion Endorsement to apply at Commercial Premises only

JC2010/014 Sanction Limitation and Exclusion Clause

LMA5219 US Terrorism Not Purchased Clause

NMA464 War and Civil War Exclusion Clause

JS2020/011 Communicable Disease Clause

LMA9136 California Complaints Clause

Notices:

LMA 9030 California Surplus Lines Notice

LMA9098A Post Bind Notice

Express

Warranties:

None other than any which may be included in the contract wording. Please read your contract carefully. Breach of a warranty could result in termination of this contract.

Policy No. K22D4987

Conditions

Precedent: None other than any which may be included in the contract wording. Please read your contract carefully. Breach of a “condition precedent to liability” may entitle Insurers to reduce indemnity for or even reject a claim. Breach of a “condition precedent to contract” entitles an insurer to avoid the contract entirely.

Subjectivities: None other than any which may be included in the contract wording.

Notification of

Claims to: Alliant Insurance Services, Inc
100 Pine Street, 11th Floor
San Francisco, CA 94111
United States of America

Territorial Scope: Worldwide

Choice of Law &

Jurisdiction: Applicable Law (USA):
This Insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause (USA).

14/09/2005 LMA 5021

Form approved by Lloyd’s Market Association

Premium

Payment Terms: Premium Payment Clause 60 days as per the Premium Payment section in the attached conditions.

Premium Payment Terms

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non payment of premium only the following clause will apply.

The (Re)Insured undertakes that premium will be paid in full to (Re)Insurers within 60 days of inception of this contract (or, in respect of instalment premiums, when due). If the premium due under this contract has not been so paid to (Re)Insurers by the 60 day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) (Re)Insurers shall have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re)Insurers are on risk but the full contract premium shall be payable to (Re)Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract. It is agreed that (Re)Insurers shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to (Re)Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

30/09/08
LSW3001

Taxes Payable by Insured and Administered by Insurers:

Nil

**Recording,
Transmitting and
Storing Information:**

Where the broker maintains risk and claim data/information/documents broker may hold data/information/documents electronically.

**Insurer Contract
Documentation:**

This document details the contract terms entered into by the Insurer(s) and constitutes the contract document. Any further documentation changing this contract, which has been appropriately agreed by insurer(s) hereon, shall form the evidence of such change(s) and will be deemed to form an integral part of the original contract.

This contract is subject to US state surplus lines requirements. It is the responsibility of the surplus lines broker to affix a surplus lines notice to the contract document before it is provided to the insured. In the event that the surplus lines notice is not affixed to the contract document the insured should contact the surplus lines broker.

Any further documentation changing this contract, agreed in accordance with the contract change provisions set out in this contract, shall form the evidence of such change

No further contractual documents to be issued.

Information Section: The following Information was provided to insurer(s) to support the assessment of the risk at the time of underwriting.

Client submission dated prepared by and seen by all participants hereon and held on file by Howden.

Underwriters note presentations dated 29th October 2015 & 20th November 2015.

January 2016 through to April 2016 Alliant and California State University Risk Management Authority (CSURMA) to collect data from other campuses.

23 Campuses & 7 Off-Campus Centres (From North to South)

- Humboldt
- Chico
- Sacramento
- Sonoma
- Maritime
- SF Downtown Centre
- Concord Centre
- San Francisco
- Stockton Centre
- East Bay
- Stanislaus
- San Jose
- Monterey Bay
- Fresno
- Bakersfield
- San Luis Obispo
- Antelope Valley Centre
- Channel Islands
- Northridge
- San Bernardino
- Pomona
- Los Angeles
- Palm Desert Centre
- Fullerton

- Long Beach
- Dominguez Hills
- Irvine Centre
- San Marcos
- San Diego
- Imperial Valley Centres

Current Top Items at San Francisco State:

1) Artefacts – Sarcophagus	USD 180,000
2) Artefacts – Sarcophagus & Mummy	USD 450,000 / USD 630,000
3) Artefacts – Amarna Akhenaten Head	USD 1,750,000
4) Artefacts – Amarna Princess Statuette Head	USD 1,750,000
5) Artefacts – Amarna Princess Statuette	USD 1,000,000
6) Instrument – Muzio Clementi Forte Piano	No Recent Appraisal

Library Building at San Francisco State, opened 2012.

Claims Information:

24th October 2016

Damage to print in transit back to lender
Sonoma State Campus

Settled: USD 7,000.00

Fees: USD 1,074.48

25th October 2016

Damage to two prints in transits
Sonoma State Campus

Settled: USD 12,000.00

Fees: USD 1,841.97

1st November 2016

Damage to print in transit
Sonoma State Campus

Settled: USD 1,500.00

Fees: USD 230.25

31st January 2017

Fire Damage to art works
San Francisco State Campus

Settled: USD 297,962.98

Fees: USD 17,107.11

8th February 2017

Damage to art work during installation
Humboldt State Campus

Settled: USD 338.00

13th February 2017

Art work fallen from wall
Humboldt State Campus

Settled: USD 900.00

15th March 2017

Art work accidentally damaged on display
Northridge Campus

Settled: USD 4,000.00

9th October 2017

Loss of art through Californian wild fires
Sonoma State

Settled: USD 84,950.00

8th February 2018
Theft from gallery
San Francisco State
Settled: USD 230.00

6th April 2018
Accidental damage to art on display
Humbolt
Settled: USD 1,200.00

22nd January 2019
Loss of art works during building move
Long Beach
Settled: USD 4,500.00

14th February 2019
Damage to art works following ingress of rain water
San Diego
Settled: USD 3,362.00

25th March 2019
Damage to art work during hanging process
Pomona
Settled: USD 750.00

12th April 2019
Damage to art work in transit
San Francisco State
Settled: USD 1,945.30

5th November 2019
Accidental damage to art work on loan
Cal Poly San Luis
Settled: USD 6,500.00

17th March 2020
Accidental damage to frame
Sacramento
No Claims

29th June 2020
Disappearance of two items
Channel Islands
No Claim

30th June 2020
Accidental Damage to art work
San Bernadino
Settled: USD 5,200.00

Security Details

Insurers Liability: LMA3333

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

Order hereon: 100% of 100%

Basis of Written Lines: Percentage of Whole

Basis of Signed Lines: Percentage of Whole

Lines Clause NMA2419.

Policy No. K22D4987

Signing Provisions: In the absence of agreement to the contrary between the Insured and Insurers, signed lines at the inception of this contract will be automatically calculated as follows:

1. In the event that Insurers' written lines hereon at inception exceed 100% (of order, if appropriate), then;
 - a. Those written lines marked "To Stand" will stand as signed lines, and
 - b. All other written lines will be signed down proportionately to three decimal places so that all signed lines including those marked "To Stand" total 100%
2. In the event that the total of Insurers' written lines hereon at inception is less than or equal to 100% (of order, if appropriate), all lines written by that date will be signed in full.
3. Disproportionate signing of Insurers' lines may be effected, without further specific agreement by Insurers, provided that:
 - a. Such disproportionate signing can be demonstrated to be in clients' best interest
 - b. Such variation is made prior to inception
 - c. Any lines written To Stand may not be varied without the documented agreement of those (Re)insurers.
4. The signed lines resulting from the application of the above provisions can be varied, before or after inception, provided that any variations are documented and agreed by all Insurers whose lines have been varied. The variation to the signed lines will take effect only when agreed by all relevant parties with the resulting variation taking effect from the date set out in the agreement.

SECURITY DETAILS

REFERENCES

UMR (Unique Market Reference): B1161K22D4987

Date contract printed to PDF: 14:55 22 June 2022

SIGNED UNDERWRITERS

Atrium Underwriters Limited

ATRIUM

 **AUW**
0609

15.000000%
Written

F	A	0	G	U	C	E	2	2	A	F	X			
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FA

15.000000%
Signed

14:54 22 June 2022

Lloyd's Underwriter Syndicate No. 0609 AUW, London, England

Geoffrey Little

Bound

Hiscox Syndicates

FA00522 - Fine Art

Master Reference: **B1161FA00522**

 HISCOX

 **HIS**
0033

50.000000%
Written

1	6	1	0	Y	2	2	0	A	F	M	A			
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FA museum
FA

50.000000%
Signed

11:06 22 June 2022

Lloyd's Underwriter Syndicate No. 0033 HIS, London, England

Robert Read

Bound as Slip Leader, Lloyd's Leader

Participant Role: Facility Leader

XL Catlin

Axa-XL Combined Specie / FA Lineslip - UK And Worldwide Excluding EEA
Master Reference: **B1161GS00621**



20.000000%
Written

S	X	9	0	0	0	7	6	7	3	1	4				
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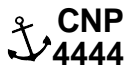
FA

11:40 22 June 2022
20.000000%
Signed Lloyd's Underwriter Syndicate No. 2003 XLC, London, England
Constanze Honsel
Bound

Participant Role: Facility Leader

Canopus Managing Agents Limited

FA01122 - Worldwide Excluding EEA
Master Reference: **B1161FA01122**



15.000000%
Written

W	5	4	6	3	6	B	A	A							
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FA

12:44 22 June 2022
15.000000%
Signed Lloyd's Underwriter Syndicate No. 4444 CNP, London, England
Robert Koczerzat
Bound

Participant Role: Facility Leader

SETTLEMENT INFORMATION

Allocation of Premium to Coding

FA at 100.000000%

Allocation of Premium to Year of Account

2022

Terms of Settlement

Settlement Due Date: 01 September 2022

Instalment Premium Period of Credit: 0 day(s)

Adjustment Premium Period of Credit: 0 day(s)

Lloyd's Underwriter Syndicate No. 0033 HIS, London, England

Bureau Leader and Lloyd's Leader

Robert Read

Howden

Museum Insurance

Guide to sections

- 01** Introduction
 - 02** Definitions
 - 03** The Cover
 - 03.1 What is covered
 - 03.2 How much will Insurers pay
 - 03.3 Other cover
 - 04** What is not covered
 - 05** What to do in the event of a loss
 - 06** General Conditions
 - 07** Endorsements
 - 08** Premium Payment
-

01 Introduction

This is a legal document and should be kept in a safe place.

This Insurance has been specially designed for Museums.

We intend the language and layout to be clear because **we** want **you** to understand the cover this insurance provides and **your** obligations.

Please read this Certificate of Insurance, together with any **endorsements** and the **schedule**, very carefully. If it does not meet your needs please notify either your **Lloyd's Broker** or Insurance agent immediately.

This Insurance has been arranged through the Fine Art Division of Howden.

See also Section 5 What to do when a loss occurs.

02 Definitions

Words shown in **bold** type are defined below and have the same meaning throughout this insurance

Act of terrorism

An act, including using or threatening to use force or violence which:

- is committed by a person or group of people, whether acting alone or on behalf of or in connection with an organisation or government; and
- is for political, religious, ideological or similar reasons. This includes the intention to influence a government or to frighten the public or any section of the public.

Amount Insured

The most **insurers** will pay for each incident of loss as shown under "Sum Insured" in the schedule

Period of Insurance

The time for which this insurance is in force as shown in the schedule

We, us, our

The insurers who have a share in this insurance

You, your

The person named as the insured in the schedule

Lloyd's Broker, Insurance Agent

The organisation with whom **you** arrange **your** insurance

03 The Cover

The works of art described in the Schedule are insured against physical loss or physical damage occurring during the period of insurance (including incidental storage), subject to the following exclusions, basis of settlement and conditions.

03.1 What is Covered

We will insure the works of art up to the **amount insured** against physical loss or physical damage which happens during the **period of insurance**, subject to the exclusions, terms and conditions contained herein.

03.2 How much we will pay

We will pay the agreed value as shown in the Schedule. However, in the event of partial loss of or damage to any item insured, **we** will pay the cost and expense of restoration plus any resulting depreciation but not exceeding the agreed value of that item.

In no event will **we** be liable for more than the applicable limits of liability shown in the Schedule.

Following payment of the full amount insured for any item, pair or set, **we** will become the full owners and reserve the right to take possession of the item, pair or set.

03.3 Other Cover

Pairs and sets

If any item which has an increased value because it forms part of a pair or set is lost or damaged, any payment we make will take account of the increased value. **You** may decide if **we** pay the value of the entire pair or set. The most **we** will pay is the value of that pair or set.

Full payment

If **we** pay the full **amount insured** for an item, pair or set, **we** will then own it and have the right to take possession of it.

Recovered property

If **we** recover any of **your** property after a loss, **we** will write to you at **your** correspondence address shown in the schedule and **you** can buy it back from **us** within 60 days. **We** will charge:

1. the amount **we** paid for **your** claim plus interest; or
2. the fair market value of the item at the time **we** recover it;

whichever is less.

Acquisitions

The sum insured may be increased by up to 10% to cover new acquisitions provided **you** contact **your Lloyd's Broker**. **There may be an additional premium charged for this increase.**

04 What is not covered

We do not cover:

Loss or damage caused by wear and tear, gradual deterioration, inherent defect, rust or oxidation, moth or vermin, warping or shrinkage.

Loss or damage caused by repairing, reframing, restoring, retouching, or any similar process.

Loss or damage caused by aridity, humidity, exposure to light or extremes of temperature unless such loss or damage is caused by storm, frost or fire.

Loss or damage caused by theft or dishonesty committed by or in collusion with any principal, shareholder (beneficial or otherwise), partner, director or other officer or any person employed by **you**, or any person to whom the insured property is entrusted or loaned.

loss or shortage discovered while taking inventory.

loss of or damage to property unless it is entered in **your** stock records.

loss or damage at any trade fair unless specifically notified to and agreed by **us** in advance.

loss of or damage in or on unattended vehicles.

electrical or mechanical fault or breakdown.

mysterious disappearance or unexplained loss.

Any **act of terrorism** other than as granted under Section 7 of this certificate, but in any event the following exclusion will remain in force;

Loss, damage, costs or expenses arising directly or indirectly from biological or chemical contamination caused by or resulting from an **act of terrorism**. This includes poisoning, or preventing or limiting the use of an object, due to the effects of any biological or chemical agent.

Loss, damage or liability arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination.

loss, damage or liability arising directly or indirectly from seepage, pollution or contamination, however such seepage, pollution or contamination may have been caused.

Loss, damage or liability directly or indirectly caused by war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

Loss or damage caused by or resulting from **your** property being confiscated, taken, damaged or destroyed by or under the order of any government or public or local authority.

Any claim to the extent that **you** would be entitled to be paid under any other insurance if this insurance did not exist.

05 What to do when a loss occurs

How to make a claim

You must tell **us** or **your Lloyd's Broker** or Insurance Agent as soon as possible about any incident which **you** may need to claim for under this insurance. If **you** do not, **we** will not have to pay **your** claim. If **you** think a crime has been committed, **you** must also tell the police and obtain a claim reference number from them.

You must prove the loss or damage has happened and give **us** all the cooperation we need.

Recovering a loss payment

We may pursue, in **your** name but at **our** expense, recovery of amounts **we** may become liable to pay under this insurance. **You** must give **us** all the assistance **we** may reasonably require to do this.

06 General conditions

Information

In deciding to accept this insurance and in setting the terms, **we** have relied on the information **you** have given **us** (including the information in any proposal form). **You** must make sure that all information is accurate and that **you** have not withheld any facts that might have influenced **our** decision. If **you** are in any doubt, **you** should speak to **us** or **your Lloyd's Broker** or insurance agent.

You must tell **us** about any change in circumstances which occurs before or during the **period of insurance** and which may affect this insurance. **We** may then amend the terms of this insurance. If **you** are in any doubt, **you** should speak to **us** or **your Lloyd's Broker** or insurance agent.

The packing and securing of property whilst in Transit

You must ensure that the insured property is packed and unpacked for transit by competent experienced packers.

Non-disclosure, misrepresentation and false claims

If **you** have not told **us** about or have misrepresented any facts or circumstances which might affect **our** decision to provide insurance or the terms of that insurance, or **you** have made a false claim, **we** can refuse to pay a claim or **we** can treat this insurance as though it had never existed.

Protections Maintenance

You must ensure that all physical protections notified to **us** are engaged whenever the named location(s) are left unattended.

You must ensure that all fire alarm and security systems notified to **us** are activated whenever the named location(s) are left unattended. **You** must also advise **us** or **your Lloyd's Broker** as soon as reasonably possible if for any reason a system is not working properly. **We** may then vary the terms and conditions of this Insurance. All systems must be regularly serviced by a reputable company at least annually.

Reasonable care

You must take reasonable steps to protect the insured property against loss or damage and to keep it in good condition and repair. If **you** do not, **we** will not have to pay any related claim.

You must keep and maintain stock and account records in which details of all purchases, sales, property bought on behalf of **your** client and other property entrusted to **you** are recorded. These records must be available for inspection by **us** or their representative in the event of a claim. Property not recorded in these records is not covered under this insurance.

You must ensure that all keys to all safes, strongrooms, alarms and final exit doors are removed from unattended named location(s).

You must tell **us** via **your Lloyd's Broker** or insurance agent as soon as possible of any incident which **you** may need to claim for. If **you** do not, **we** will not have to pay **your** claim.

Cancellation

This Insurance may be cancelled at any time at the written request of the Insured, stating when thereafter such cancellation shall be effective. This Insurance may be cancelled by the Insurer by mailing to the Insured at the Insured's address shown on this insurance or to the Insured's last known address, written Notice stating when, but not less than sixty (60) days thereafter, such cancellation shall be effective, except for cancellation for non-payment of premium in which case the Insurer shall provide not less than ten (10) days Notice to the Insured. The mailing notice as foresaid shall be sufficient Proof of Notice. The time of surrender by the Insured or the effective date of the cancellation stated in the Notice shall become the end of the term of insurance. Delivery of such written Notice, either by the Insured or by the Insurer, shall be the determinant.

If the Insured cancels at the Insured's option, earned premiums shall be computed in accordance with the customary short-rate table and procedure. If the Insurer cancels, earned premiums shall be computed pro-rata. Premium adjustments may be made at the time cancellation is effected and if not then made, shall be made as soon as practicable after cancellation.

Notwithstanding the foregoing, Insurers may cancel coverage of objects in overseas transit, with respect to War Risks, by giving the Insured seven (7) days notice of cancellation, and with respect to Strikes Risks by giving the Insured forty-eight (48) hours notice of cancellation. In the event of such notice being given, cancellation shall apply only to shipments the risk on which has not attached prior to the expiration of sixty (60) days, seven (7) days, or forty-eight (48) hours, as the case may be, from 12:01a.m. local time, on the date on which notice of cancellation is received by the Insured.

As respects property in transit on the date of cancellation, coverage hereunder shall extend until arrival of said property at its consigned destination.

Third parties

You and **we** are the only parties to this insurance. Nothing in this insurance is intended to give any person any right to enforce any term of this insurance which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

Joint insureds

If there is more than one of **you**, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.

07 Endorsements (additional terms and Conditions)**LMA5020 SERVICE OF SUIT CLAUSE (USA)**
(Approved by Lloyd's Market Association)

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

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

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

Lloyd's America, Inc.
Attention: Legal department
280 Park Avenue, East Tower,
25th Floor New York,
NY 10017

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

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

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

14/09/2005 LMA 5020

Terrorism Exclusion Endorsement

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

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

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

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

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

08/10/01
NMA2920

U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause

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

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

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

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

LMA5092
21/12/2007
Form approved by Lloyd's Market Association

Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause

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

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

CL 370

MARINE CYBER ENDORSEMENT

Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.

Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.

Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

LMA5403 11 November 2019

**NMA 464 War & Civil War exclusion Clause
(Approved by Lloyd's Underwriters' Non-Marine Association)**

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

Termination of Transit Clause (Terrorism) 2009

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

1 Notwithstanding any provision to the contrary contained in the contract of insurance or the Clauses referred to therein, it is agreed that in so far as the contract of insurance covers loss of or damage to the subject-matter insured caused by

any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted or

any person acting from a political, ideological or religious motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, **SHALL TERMINATE: either**

1.1 as per the transit clauses contained within the contract of insurance,

Or

1.2 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,

1.3 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Insured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or

1.4 when the Insured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit,

or

1.5 in respect of marine transits, on the expiry of 60 days after completion of discharge overseas of the subject-matter insured from the overseas vessel at the final port of discharge,

1.6 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

whichever shall first occur.

2 If the contract of insurance or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

Sanction Limitation and Exclusion Clause

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

11/08/2010
JC2010/014

Earthquake Definition Clause

Claims for each loss caused by earthquake shock or volcanic action shall constitute a single claim hereunder, provided, if more than one earthquake shock or volcanic action shall occur within any period of seventy-two (72 hours) during the term of this policy, such earthquake shocks or volcanic actions shall be deemed to be a single loss within the meaning hereof. The Insured shall have the right to elect the moment from which such period of 72 hours shall be deemed to have commenced.

This policy does not insure against any loss caused by any earthquake shock or volcanic action occurring before its effective date. The expiration date of this policy shall not reduce the seventy-two (72) hour period.

CALIFORNIA SURPLUS LINES NOTICE 2

This insurance is issued pursuant to the California Insurance Code, Sections 1760 through 1780, and is placed in an insurer or insurers not holding a Certificate of Authority from or regulated by the California Insurance Commissioner.

LMA9030
01 September 2013

CALIFORNIA COMPLAINTS NOTICE

To request assistance or make an initial complaint, you should contact

Alliant Insurance Services, Inc
100 Pine Street, 11th Floor
San Francisco, CA 94111
United States of America

In the alternative, or if you are dissatisfied with the resolution of your complaint by the above party, you may wish to contact the Lloyd's Complaints Department at:

**Lloyd's Complaints Department
c/o Lloyd's America Inc.
25 West 53rd Street, 14th Floor
New York, NY 10019
USA**

**Phone: 1-844-849-7828
Fax: 1-800-481-3121
Email: complaints@lloyds.com**

The California Department of Insurance should be contacted only after discussions with the insurer, its agent, or representative, have failed to produce a satisfactory resolution. You may contact the California Department of Insurance to obtain information on your rights or make a complaint at:

**Consumer Hotline
1-800-927-4357 (HELP)**

**TDD Number
1-800-482-4833 (TTY)**

**California Department of Insurance
Consumer Services Division
300 South Spring Street, South Tower
Los Angeles, CA 90013**

*LMA9136
08 December 2016*

Premium Payment Clause

The Insured undertakes that premium will be paid in full to Underwriters within 30 days of inception of this policy (or, in respect of instalment premiums, when due).

If the premium due under this policy has not been so paid to Underwriters by the 30th day from the inception of this policy (and, in respect of instalment premiums, by the date they are due) Underwriters shall have the right to cancel this policy by notifying the Insured via the broker in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full policy premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that Underwriters shall give not less than 15 days prior notice of cancellation to the Insured via the broker. If premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Leading Underwriter (and Agreement Parties if appropriate) are authorised to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Where the premium is to be paid through a London Market Bureau, payment to Underwriters will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

11/01
LSW3000

COMMUNICABLE DISEASE ENDORSEMENT

1. Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, liability, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1. for a Communicable Disease, or
 - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes, but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

JS2020-011
23 June 2020

CALIFORNIA SURPLUS LINES NOTICE 1 (POST BIND)**NOTICE:**

1. THE INSURANCE POLICY THAT YOU HAVE PURCHASED IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS.
2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.
3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.
4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER 1-800-927-4357 OR INTERNET WEB SITE WWW.INSURANCE.CA.GOV . ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC'S INTERNET WEBSITE AT WWW.NAIC.ORG .
5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE'S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.
6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.
7. CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV .
8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.

LMA9098A
04 May 2017
