

# **FARM POLLUTION HAZARD POLICY**

(ONLY FOR USE WITH insured's scheduled farm operations)

## **CLAIMS MADE POLICY**

### **I. PREAMBLE**

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

**B.** Words and phrases that appear in **bold** type have special meanings as defined in this policy.

**C.** We will not provide coverage for you or your agents who have concealed or misrepresented any material fact relating to this policy, whether in the application or the renewal of the policy or submission of a claim.

### **II. Insuring Agreement**

**A.** We will pay on your behalf those amounts you become legally obligated to pay as **damages** up to our limit of liability as shown on the schedule in any one **policy period** because of a **claim** for **property damage** or **bodily injury** directly caused by a **pollution hazard** arising out of your **farm business**.

**B.** We will also defend you against **claims** that are covered; however, we have no obligation to defend you against any **claim** for **property damage** or **bodily injury** not directly caused by a **pollution hazard** arising out of your **farm business**. Our obligation to defend and indemnify you is fully discharged when the limit of liability as shown on the schedule, subject always to the **aggregate limit**, has been exhausted by the payment of defense costs and payments of judgments or settlements, or by tendering the limits of

indemnity to the claimant(s) or to the court in which any **claim** against the **Insured** is pending.

**C.** We will reimburse you up to the limits as shown in the schedule for any one **pollution hazard** and in the aggregate during the **policy period** for expenses incurred in investigating and remediating your own property that has suffered a **pollution hazard** arising out of your **farm business**. Any amounts paid shall reduce the limit of liability as shown on the schedule and the **aggregate limit**.

### **III. Definitions**

Throughout this policy, 'we', 'us', and 'our' refer to the Underwriters who subscribe to this policy of insurance. 'You' and 'your' refer to the named **Insured** in the declarations.

**A.** **Aggregate Limit**, as shown on the schedule, is the most we will pay for the defense and indemnity in any one **policy period** regardless of the number of:

- **Pollution Hazards**
- **Insured;**
- **Claims** made or
- Persons or entities making **claims**.

**B.** **Agricultural chemicals** means pesticides, herbicides, fungicides, fertilizer, plant amendments, soil amendments, animal or bird wastes and petroleum products used in farm operations.

**C.** **Bodily Injury** means all physical injury to persons who are not **insureds** as a

result of a **pollution hazard** and mental injury directly caused by such physical injury.

- D. **Claim** means either a first receipt of a request or a lawsuit for compensation during the policy period from a party who is not an **insured** as a result of a **pollution hazard** directly causing **bodily injury** or **property damage**.
- E. **Damages** means money payable as compensation to others as required by law, but does not include punitive or exemplary damages, fines, penalties or other regulatory charges allocated to you.
- F. **Farm Business** means your activities and operations necessary to prepare, plant, grow and harvest plants and raise livestock intended for commercial profit. **Farm Business** includes off-site transportation of **agricultural chemicals** by the **insured**, but does not include the disposal, dumping or abandonment of these. A **farm business** insured under this policy is warranted to be less than or equal to the acreage of owned and leased property as listed in the schedule.
- G. **Insured** means you, your relatives who work in your **farm business** or **custom applicators** and **farm employees**. **Farm employee** means someone employed by your farm business whose primary duties are farming for you, including the maintenance and use of farm equipment. A bailee can never be an **insured** under this policy.
- H. **Pollution Hazard** means an abrupt, unexpected and unintended discharge, dispersal, spill, release or escape of **agricultural chemicals** for use in your normal and usual farming operations,

which happens at a discrete and identifiable time and place during the **policy period** within the state boundaries of those states specifically listed in the schedule.

- I. **Policy period** means any consecutive 12-month period beginning with the inception of effective date of this policy.
- J) **Property Damage** means physical injury to or destruction of third party, tangible personal and real property, including loss of use of such property.

**IV. Exclusions**

This policy does not cover:

- A. **Pollution hazards** caused by crop dusting or other aerial application of **agricultural chemicals**.
- B. Any liability assumed by any **Insured** under contract or by agreement for **pollution hazards**.

**V. Conditions**

- A. You must cooperate with us in the handling and resolving of a **claim** under this policy. This includes, but is not limited to, sending us copies of your insurance documentation that may provide coverage for a **pollution hazard** when we request it and permitting us (but not obligating us) to inspect your **farm business** and records, whether held by you, your agent or your farm co-operative.
- B. This policy is excess to any other insurance you have that may cover a **pollution hazard** or the amount(s) set out in the schedule, whichever is greater. It is also excess to any

- amounts available from or through any local state or federal agency.
- C. We have the sole authority to defend or settle any and all **claims** made under this policy. We are entitled to full rights of subrogation, which you may neither waive nor relinquish without prior written consent from us.
- D. As a condition precedent to our obligations, you must strictly comply with your farm co-operative's rules and regulations for handling, transporting, applying and disposing of **agricultural chemicals**, as well as those relevant laws and rules required by Federal, State and Local government.
- E. As a condition precedent to our obligations, you must notify your farm co-operative immediately and us within 3 business days if there is a possibility of a **pollution hazard** potentially covered by this policy or any other policy or indemnification agreement that applies to your **farm business**. You must also notify us immediately if you receive a **claim** or lawsuit alleging a **claim**. To notify us, you must contact the person/company identified on the schedule and give them details of the **pollution hazard** incident, **claim** or lawsuit; the names and addresses of potentially injured parties and witnesses; and your involvement.
- F. Either party may terminate this policy by giving the other party written notice 45 calendar days in advance. In the event we give you notice, you are entitled to a pro-rata return of premium. If you cancel this policy for any reason, no premium will be refunded.
- G. If we pay amounts that include your deductible as shown in the schedule, we reserve the right to claim that deductible amount back from you and you will be obligated to pay our full expenses for pursuing repayment by legal means, should that become necessary.
- H. Any controversy or claim arising out of or relating to this contract or its alleged breach shall be settled by arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. As amended below, and judgment on the award rendered by the arbitrator may be entered in any court having proper jurisdiction.
- The AAA Expedited Procedures shall be used in all cases. Only one neutral arbitrator shall be appointed, unless the parties agree otherwise. The arbitrator shall decide the dispute under the substantive laws, in which the insured is domiciled, shall be legally qualified with substantial experience in insurance coverage disputes and shall be in good standing with his or her state bar association. The arbitrator shall render a reasoned written decision. At all times, the arbitrator shall minimize delay and expense in reaching a fair resolution.

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ THIS CAREFULLY**

**AERIAL APPLICATOR/CROP DUSTING APPLICATION ENDORSEMENT**

**This endorsement modifies insurance provided under the following:**

**FARM POLLUTION HAZARD POLICY**

**IV. Exclusions**

In consideration of additional premium paid and subject to the deductible, exclusions, conditions, and limitations of the policy to which this endorsement is attached:

This policy is extended to cover in excess of any other insurance coverage up to \$50,000 for pollution hazard of aerial crop dusting application of agricultural chemicals.

For the purpose of endorsement, a loss is defined as an amount not to exceed the necessary clean up of property damage that you may be obligated to pay from a pollution hazard, not to exceed the above limit as stated in this endorsement.

If a loss covered by this endorsement is also covered by other insurance, we will be excess over the amount of coverage that applies to loss.

**All other policy provisions apply.**

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ THIS CAREFULLY**

**FARM UNDERGROUND STORAGE TANK WELL CONTAMINATION ENDORSEMENT**

**This endorsement modifies insurance provided under the following:**

**FARM POLLUTION HAZARD POLICY**

**II. Insuring Agreement C.**

It is agreed and understood this certificate is amended to extend coverage for the following:

This endorsement extends the pollutant clean up portion of this policy to include:

1. The cleanup of underground storage tanks on insured premises and
2. The cleanup of well contamination, both on and off premises.

This endorsement has a limit of USD            per claim and USD            aggregate.  
Any loss paid under this endorsement will have a USD            deductible.

All other Insuring Agreements, Definitions, Exclusions and Conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ THIS CAREFULLY**

**FARM POLLUTION HAZARD INSURANCE CUSTOMER ADDITIONAL INSURED**

**This endorsement modifies insurance provided under the following:**

**FARM POLLUTION HAZARD POLICY**

**III. Definitions**

**G. Insured**

In consideration of an additional premium of USD \_\_\_\_\_, the definition of insured is amended to include your customers. Your customers are only covered in accordance with the Insuring Agreements, Definitions, Exclusions, and Conditions of this Policy for Liabilities which arise directly out of the application of agricultural chemicals by You on Your customers owned, leased or rented land.

All other Insuring Agreements, Definitions, Exclusions and Conditions of this policy remain unchanged.

**This endorsement does not change the terms, conditions, or maximum amount payable by underwriters under the policy which remains at USD 1,000,000 in all.**

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ THIS CAREFULLY**

**FARM POLLUTION HAZARD INSURANCE EXTENSION**

**This endorsement modifies insurance provided under the following:**

**FARM POLLUTION HAZARD POLICY**

**II. Insuring Agreement**

**III. Definitions**

**IV. Exclusions**

**V. Conditions**

In consideration of an additional premium of USD \_\_\_\_\_, this policy is extended to include coverage in accordance with the Insuring Agreements, Definitions, Exclusions, and Conditions of this Policy for Your Liability arising directly out of a Pollution Hazard involving agricultural chemicals sold, distributed or supplied by You whilst such agricultural chemicals are in the care, custody and/or control of Your Customer.

All other Insuring Agreements, Definitions, Exclusions and Conditions of this policy remain unchanged.

**This endorsement does not change the terms, conditions, or maximum amount payable by underwriters under the policy which remains at USD 1,000,000 in all.**

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ THIS CAREFULLY**

**FARM POLLUTION HAZARD INSURANCE LICENSED SUBCONTRACTOR AS ADDITIONAL INSURED**

**This endorsement modifies insurance provided under the following:**

**FARM POLLUTION HAZARD POLICY**

**III. Definitions**

**G. Insured**

In consideration of an additional premium of USD . The definition of Insured is amended to include your Sub-contractors. Your Sub-contractors are only covered in accordance with the Insuring Agreements, Definitions, Exclusions, and Conditions of this Policy for Liabilities which arise directly out of operations performed by them on Your behalf at Your customers' premises or whilst traveling to and from Your customers' premises.

All other Insuring Agreements, Definitions, Exclusions and Conditions of this policy remain unchanged.

**This endorsement does not change the terms, conditions, or maximum amount payable by underwriters under the policy which remains at USD1,000,000 in all.**

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ THIS CAREFULLY**

**KNOWLEDGE OF PRIOR INCIDENTS FORM**

**This endorsement modifies insurance provided under the following:**

**FARM POLLUTION HAZARD POLICY**

This policy excludes any and all coverage for any knowledge of prior incidents **You** might have of prior pollution risks, hazards, or incidents which might result in a claim under this policy.

All other Insuring Agreements, Definitions, Exclusions and Conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ THIS CAREFULLY**

**ADDITIONAL INSURED ENDORSEMENT**

**This endorsement modifies insurance provided under the following:**

**FARM POLLUTION HAZARD POLICY**

**III. Definitions**

**G. Insured**

The definition of Insured in this policy includes the person(s) or organization(s) described below in consideration of an additional premium of USD .

**ADDITIONAL INSURED(S)**

**This endorsement does not change the terms, conditions, or maximum amount payable by underwriters under the policy which remains at \$1,000,000 in all.**

All other Insuring Agreements, Definitions, Exclusions and Conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ THIS CAREFULLY**

**ODOR COVERAGE FORM**

**This endorsement modifies insurance provided under the following:**

It is agreed and understood this certificate is amended to extend coverage for the following:

In the event the Insured has been ordered or demanded to pay damage as a result of ODOR NUISANCE by a Court of Law. This endorsement has a limit of USD            per claim and USD            in the aggregate

Definition of ODOR NUISANCE: Animal waste, pesticides or herbicides that have transmitted a distinct and foul smell into the air.

This policy does not provide coverage for legal defense.

All other Insuring Agreements, Definitions, Exclusions and Conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ THIS CAREFULLY****CANCELLATION CLAUSE**

Notwithstanding anything contained in this Policy to the contrary, this Policy may be cancelled by the Assured at any time by written notice or by surrendering of this Policy of Insurance. This Policy may also be cancelled by or on behalf of Underwriters by delivering to the Assured or by mailing to the Assured, by registered, certified or other first class mail, at the Assured's address as shown in this Policy, written notice stating when, not less than ten (10) days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Policy shall terminate at the date and hour specified in such notice.

If this Policy shall be cancelled by the Assured, the Underwriters shall retain the customary short rate proportion of the premium hereon, except that if this Policy is on an adjustable basis the Underwriters shall receive the earned premium hereon or the customary short rate proportion of any minimum premium stipulated herein whichever is the greater.

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

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

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

NMA 1331

## **WAR AND CIVIL WAR EXCLUSION CLAUSE**

(Approved by Lloyd's Underwriters' Non-Marine Association)

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

1/1/38  
NMA464

**TERRORISM EXCLUSION ENDORSEMENT**  
(for use with Liability business)

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes liability for loss, injury, 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) or persons, whether acting alone or on behalf of or in connection with any organization(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, injury, 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, injury, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

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

14/07/02  
NMA 2951

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ THIS CAREFULLY****NUCLEAR INCIDENT EXCLUSION CLAUSE – LIABILITY DIRECT (BROAD) (U.S.A)**

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy\* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
  - (a) 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 or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) 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.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) 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
  - (c) the injury, sickness, disease, death or destruction 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 (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:  
 "hazardous properties" include 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 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 (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "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. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

\* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

17/3/60  
 NMA1256

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ THIS CAREFULLY****SERVICE OF SUIT CLAUSE (U.S.A)**

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 such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

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

It is further agreed that service of process in such suit may be made upon Mendes & Mount, 750 7<sup>th</sup> Avenue, New York, NY 10019-6829, USA 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 any Appellate Court in the event of an appeal.

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

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

14/09/2005

LMA5020

Form approved by Lloyd's Market Association

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ THIS CAREFULLY**

**US TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED, NEW AND RENEWAL  
BUSINESS ENDORSEMENT**

*This Endorsement 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.*

In consideration of an additional premium of USD..... paid, it is hereby noted and agreed with effect from inception that the Terrorism exclusion to which this Insurance is subject, shall not apply to any "insured loss" directly resulting from any "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA").

The coverage afforded by this Endorsement is only in respect of any "insured loss" of the type insured by this Insurance directly resulting from an "act of terrorism" as defined in TRIA. The coverage provided by this Endorsement shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates. The Terrorism exclusion, to which this Insurance is subject, applies in full force and effect to any other losses and any act or events that are not included in said definition of "act of terrorism".

This Endorsement only affects the Terrorism exclusion to which this Insurance is subject. 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.

Furthermore the Underwriter(s) will not be liable for any amounts for which they are not responsible under the terms of TRIA (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on the Underwriter's liability for payment for terrorism losses.

LMA5218  
12 January 2015

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ THIS CAREFULLY**

**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.

LMA5219  
12 January 2015

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ THIS CAREFULLY**

**POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM  
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been 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. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

|  |   |
|--|---|
|  | I hereby elect to purchase coverage for acts of terrorism for a prospective premium of USD.....   |
|  | I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism. |

|          |   |
|----------|---|
|          | I hereby elect to purchase Terrorism coverage for a prospective premium of USD..... being for the period beginning January 1, 2015 and ending on the date of expiry of the policy to which this notice applies. |
| <b>X</b> | I hereby elect to have the exclusion for terrorism coverage reinstated. I understand that I will have no coverage for losses arising from acts of terrorism that were previously excluded.                      |

\_\_\_\_\_  
Policyholder/Applicant's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

LMA9104  
12 January 2015

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ THIS CAREFULLY**

**SANCTIONS LIMITATIONS AND EXCLUSION CLAUSE**

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

15/09/10  
LMA 3100

**FINANCIAL CRIME ENDORSEMENT (Broker)**  
**(For attachment to LMA 3018, LMA 3019, LMA3020 & LMA3024)**

By this endorsement the Binding Authority Agreement is amended as follows -

1. **By making the following amendments in SECTION 16 (Cancellation and Termination)**

1.1 to insert new paragraph 16.3.4:

"The Coverholder fails to comply with any relevant law or regulation in the jurisdiction in which it is located or in any other jurisdiction in which the Coverholder does business or otherwise fails to comply with the requirements of Section 37 of this Agreement."

1.2 to amend existing paragraph 16.3 as follows:

"The Underwriters and Coverholder specifically agree that the Underwriters reserve the right to cancel the Agreement at any time with immediate effect upon the occurrence of any of the events set out in 16.3.1 to 16.3.4 inclusive;

The Underwriters shall give written notice of such cancellation and the Agreement shall terminate at the date specified in the notice;"

1.3 to replace existing sub-paragraph 16.3.2 as follows:

"The Coverholder or any past or present director, officer, partner or any individual named in the Agreement:-

16.3.2.1 is convicted of a criminal offence or where such a person had been convicted of a criminal offence prior to the commencement of this Agreement which had not been disclosed to the Underwriters. For the purposes of this 16.3.2.1 only the criminal offence shall be one that involves fraud, dishonesty, financial crime or is any other criminal offence that may materially affect the operation of this Agreement;

16.3.2.2 causes Underwriters to be subject to any criminal sanction;"

1.4 to amend existing paragraph 16.4 as follows:

"The Coverholder shall inform the Underwriters immediately upon becoming aware of the occurrence of any of the events set out in 16.2, 16.3.1, 16.3.2 and 16.3.4. Any failure by the Coverholder so to advise shall not affect the automatic termination of the Agreement under 16.2, or the Underwriters' rights under 16.3;"

2. By replacing existing SECTION 37 with the following:

## SECTION 37

### COMPLIANCE WITH THE LAW AND FINANCIAL CRIME

- 37.1 Without prejudice to any of the rights or obligations otherwise specified in the Agreement, the Coverholder shall comply with all applicable laws for the legal and proper solicitation and handling of all insurances bound or intended to be bound, and shall use its best endeavours to ensure that any other parties with whom it deals in carrying out its duties under the Agreement comply with such laws where applicable.
- 37.2 The Coverholder shall not undertake any activity in any way that would constitute a criminal act in the jurisdiction in which it is located or doing business, or which would expose Underwriters to any criminal sanction.
- 37.3 The Coverholder shall conduct its business in accordance with all relevant anti-money laundering and international economic or financial sanctions legislation. In addition, the Coverholder will not act contrary to any additional anti-money laundering or international economic or financial sanctions requirements by the Underwriters and/or Lloyd's other than where compliance with those requirements would be contrary to local law.
- 37.4 The Coverholder, on behalf of the Underwriters, shall not provide cover or pay any claim or provide benefit hereafter to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Coverholder and/or the Underwriters to any sanction, prohibition or restriction under any applicable international economic or financial sanctions legislation.
- 37.5 The Coverholder shall not accept, offer or facilitate payment, consideration, or any other benefit, which constitutes an illegal or corrupt practice contrary to any applicable anti-bribery legislation.
- 37.6 The Coverholder shall maintain on an ongoing basis appropriate systems, procedures and controls designed to prevent any breach of this Section 37.

LMA5173 (Broker)  
10 August 2011

## SEVERAL LIABILITY CLAUSE

### **PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY**

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

The proportion of liability under this contract underwritten by an 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 in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an 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 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.

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.

07/03/08

LMA5096 (Combined Certificate)

## **SEVERAL LIABILITY NOTICE**

**LSW1001**

The subscribing Underwriters obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or any part of its obligations.

**CYBER and DATA - EXCLUSION**

(for attachment to US General Liability and Excess Liability forms)

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any actual or alleged loss, damage, liability, claim, fine, penalty, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
  - 1.1 **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**; or
  - 1.2 **Data Breach**; or
  - 1.3 other loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss of, damage to, corruption of, inability to access or inability to manipulate or theft of any **Electronic Data**, including any amount pertaining to the value of such **Electronic Data**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 For the avoidance of doubt, this policy does not cover notification costs, crisis consultancy costs, credit monitoring expenses, replacement of actual credit or payment cards, forensic expenses, public relations expenses or legal advice and services arising out of or in connection with a **Data Breach**.

**Definitions**

- 3 **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- 4 **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
- 5 **Cyber Incident** means:
  - 5.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
  - 5.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
- 6 **Data Breach** means:
  - 6.1 the theft, loss, access to, acquisition of, or unauthorized or unlawful use or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial

- information, credit or payment card information, health information, biometric data or any other type of non-public information; involving access to, processing of, use of or operation of any **Computer System** or
- 6.2 the violation of any statute, regulation, common-law, or any other law regulating or protecting access to, collection, use or disclosure of, or failure to protect any non-public confidential or personal information in the form of **Electronic Data**.
7. **Electronic Data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

LMA5532

17 December 2020