

Cover Letter

Date 12/6/2024

Producing Broker:

Kimberly Bourland
INSURICA
10 SW 2nd Street Suite 1
Lawton, OK 73501

Insured:

City of Lawton
212 SW 9th St
Lawton, OK 73501

Notice:

All surplus lines policies must contain in bold-face type notification stamped on the declaration page of the policy that they are not subject to protection of any guaranty association in the event of liquidation or receivership of the insurer.

The following shows the total charges, including taxes and fees that apply to the attached quote:

Premium	\$17,500.00
OK Surplus Lines Tax	(6.00%) \$1,080.00
Oklahoma SLAS Transaction Fee	\$31.50
Broker Fee	\$500.00
Total Payable	\$19,111.50

In addition to the subjectivities listed in the attached quote, we require receipt, review, and acceptance of:

- As noted on quote letter

Coverage: Excess Cyber

Please let me know if you have any questions or if you would like to discuss the attached quote.

Thanks,

Conor Middleton
conor.middleton@prowritersins.com

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GLOBAL RISKS

Market Reform Contract

UMR/Policy No. B1230FC

Insured: City of Lawton

Period: From: TBA

To: TBA

LLOYD'S PRIVACY POLICY STATEMENT

UNDERWRITERS AT LLOYD'S, LONDON

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in our possession.

CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

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RISK DETAILS

Unique Market Reference:

B1230FC

Type:

Excess Social Engineering Fraud Insurance

Insured:

City of Lawton

Address:

212 SW 9th St,
Lawton,
OK 73501-3944
USA

Period:

From: TBA
To: TBA
Both days at 12.01 a.m. Local Standard Time at the address of the Insured

Interest:

Excess Social Engineering Fraud and as fully defined in the contract wording and clauses referenced herein.

Sum Insured:

USD 750,000 in the aggregate

In excess of

USD 250,000 in the aggregate

Underlying Insurance:

In excess of:

Primary Policy – TBA

Limit: USD 250,000 aggregate limit in respect of Cyber Crime Coverage only

Retention: TBA

Carrier: Indian Harbor Insurance Company

Period: 25th November 2024 – 25th November 2025

**Situation/
Territorial Limits:**

Worldwide

Conditions:

1. Lloyd's Short Excess Financial Institution Policy (Step Down) – as attached
2. LSW 778 Retroactive Clause: *EXPIRY (OR INCEPTION IF NEW LIMIT)*
3. NMA 2918 War & Terrorism Exclusion Clause.
4. NMA 1622 Radioactive Contamination & Nuclear Assemblies Exclusion Clause.
5. Asbestos Exclusion.
6. LSW 3001 60 Days Premium Payment Clause with 15 days notice

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7. LMA 3100A Sanctions Limitation Clause
8. Follow-form of Cyber Crime Only Endorsement
9. CL370 – Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause
10. IUA 04 019 Commercial Crime Ransomware Exclusion
11. LMA 5429 Cyber Risks Endorsement No. 2
12. Notification of claims to:
Amwins Global Risks Ltd
22 Bishopsgate
London EC2N 4BQ
Email: agr.profinclaims@amwins.com

Subjectivities:

1. Receipt, review and acceptance of the full Cyber Crime Endorsement (i.e. policy terms)
2. SEF Questionnaire

Underwriters require receipt of the above subjectivities at inception.

If the Insured fails to provide responses to the subjectivities (responses which underwriters deem to be satisfactory) within the agreed time frame, Underwriters reserve the right to amend the terms, conditions and/or premium of the contract and/or may issue a notice of cancellation of the policy/certificate in accordance with the terms and provisions of the contract wording to which this risk is subject.

Until the subjectivities have been satisfied or until the timeframe has expired coverage remains in full force and effect as detailed in the contract wording herein.

Notices:

LSW1135B Lloyd's US Privacy Statement

Express Warranties:

None, other than those included in the standard policy wording.

Conditions Precedent:

None, other than those included in the standard policy wording.

Choice of Law & Jurisdiction:

This insurance shall be governed by and construed in accordance with the laws of Oklahoma. Each party agrees to submit to the exclusive jurisdiction of any competent court within the United States of America.

LMA5020 Service of Suit Clause naming:

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

Premium:

USD 17,500 annual

TRIA PREMIUM: APPLICABLE

Cover Note/ Policy to include LMA 5390 in full if TRIA not purchased.

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Final position if TRIA applicable: NOT PURCHASED

**Premium
Payment Terms:**

LSW 3001 – 60 Days Premium Payment Clause with 15 days notice

**Taxes Payable by
Insurers and
Administered by
Insured or
their Agent**

Not Applicable

**Taxes Payable
by Assured
and Administered
by Insurer(s):**

Not Applicable

**Insurer Contract
Documentation:**

This Market Reform Contract details the contract terms entered into by the (Re)Insured(s) and (Re)Insurer(s) and constitutes the contract document. The endorsement(s) or e-endorsement(s) signed by (Re)Insurers shall form the evidence of changes agreed.

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.

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INFORMATION

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

As held on file with AGR.

SECURITY DETAILS

Written Lines: As per Schedule attached

Mode of Execution Clause

This contract and any changes to it may be executed by:

- a. electronic signature technology employing computer software and a digital signature or digitiser pen pad to capture a person's handwritten signature in such a manner that the signature is unique to the person signing, is under the sole control of the person signing, is capable of verification to authenticate the signature and is linked to the document signed in such a manner that if the data is changed, such signature is invalidated;
- b. a unique authorisation provided via a secure electronic trading platform
- c. a timed and dated authorisation provided via an electronic message/system;
- d. an exchange of facsimile/scanned copies showing the original written ink signature of paper documents;
- e. an original written ink signature of paper documents (or a true representation of a signature, such as a rubber stamp).;

The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of this contract. This contract may be executed in one or more of the above counterparts, each of which, when duly executed, shall be deemed an original.

Insurer's Liability:

LMA3333 (Re)Insurers Liability Clause

(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.

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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

Signing Provisions: Without Disproportionate Signing:

In the event that the written lines hereon exceed 100% of the order, any lines written “to stand” will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

- a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;
- b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

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SUBSCRIPTION AGREEMENT:

Contract Leader: As stated here (which takes precedence) or in PPL written lines

Verde Syndicate 318

Basis of Agreement to Contract

Changes: GUA (version 2.0) February 2014 with Non-Marine Schedule (October 2001)

Other Agreement Parties for Contract Changes, for Part 2 GUA Changes only

Slip Leader only to agree part two changes

Agreement Parties for Contract Changes for their proportion only:

None

Basis of Claims Agreement:

As specified under the CLAIMS AGREEMENT PARTIES to be managed in accordance with:

- i) The SINGLE CLAIMS AGREEMENT PARTY ARRANGEMENTS LMA9150 for claims or circumstances assigned as Single Claims Agreement Party Claims (SCAP Claims) or, where it is not applicable , then the following shall apply as appropriate:-
- ii) The Lloyd's Claims Scheme (Combined), or as amended or any successor thereto.
- iii) IUA Claims Agreement Practices
- iv) The practices of any company(ies) electing to agree claims in respect of their own participation.

The applicable arrangements (scheme, agreement or practices) will be determined by the rules and scope of said arrangements and should be referred to as appropriate.

Non-bureau companies to agree claims subject to their own claims agreement procedures

Claims Agreement Parties:

- A. Claims falling within the scope of the LMA9150 to be agreed by the Slip Leader only on behalf of all (re)insurers subscribing to (1) to this Contract on the same contractual terms (other than premium and brokerage) and (2) to these Arrangements.

For the purposes of calculation the Threshold Amount, the sterling rate on the date that a financial value of the claim is first established by the Slip Leader shall be used and the rate of exchange shall be the Bank of England spot rate for the purchases of sterling at the time of the deemed conversion.

- B. For all other claims:

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i) For Lloyd's syndicates

The leading Lloyd's syndicate and, where required by the applicable Lloyd's Claims Scheme, the second Lloyd's syndicate is as defined herein except where shown below:

The leading Lloyd's Syndicate: N/A

The second Lloyd's Syndicate: N/A

Where the leading and / or second Lloyd's syndicate is not defined within this heading, then the leading Lloyd's syndicate shall be the Lloyd's Bureau Leader.

The second Lloyd's syndicate shall be:

For physical (non-electronic) placements, the first Lloyd's syndicate stamp (excluding the Lloyd's Bureau Leader stamp);

For electronic placements, the largest Lloyd's syndicate stamp (excluding the Lloyd's Bureau Leader stamp).

Claims

Administration:

AMWINS Global Risks and insurers agree that any claims hereunder (including any claims related costs/fees) will be notified and administered via ECF with any payment(s) processed via CLASS, unless both parties agree to do otherwise.

Where claims or circumstances are not administered via ECF, notification, administration and payment(s) will be electronic.

Where a Lloyd's syndicate or IUA company is not an agreement party to the claim or circumstances (per CLAIMS AGREEMENT PARTIES A. above) they agree to accept correct ECF sequences for administrative purposes to ensure information is circulated to all subscribing parties.

**Rules and Extent
of any other
Delegated Claims
Authority:**

None, unless otherwise specified here by any of the claims agreement parties shown above.

**Expert(s) Fees
Collection:**

AMWINS Global Risks to collect fees for all contract security (insurers), including overseas.

**Settlement Due
Date:**

TBA

**Bureaux
Arrangements:**

Premium and claims to be sent to Xchanging Ins-sure Services for Processing

Xchanging Ins-sure are authorised to sign all risk codes separately from TRIA risk codes in order to comply with Premium Payment Warranty

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Where a premium payment warranty or premium payment condition/clause exists and the date is later than the settlement due date, the settlement due date is assumed to be automatically extended to the same date as the premium payment warranty or premium payment condition/clause.

Where a settlement due date, premium payment warranty or premium payment condition/clause due date falls on a weekend or public holiday, presentation or release of delinked item to Xchanging Ins-sure Services on the next working day will be deemed to be in compliance with the settlement due date, premium payment warranty or premium payment condition/clause.

In the event the Settlement Due Date (as detailed in the Subscription Agreement) and/or the Risk Code and/or Year of Account(as detailed in Fiscal and Regulatory) differ from those shown in the Security Schedule attached hereto, the information recorded in the Subscription Agreement shall take precedence.

It is understood that any premium payment warranty, condition or clause applied to the original premium will not apply to any additional premium applied to any endorsement attaching hereto

Where risk has been submitted to Underwriters via PPL XIS to accept that all submitted documents were agreed on PPL

Notice of Cancellation Provisions:

Where (re)insurers have the right to give notice of cancellation, in accordance with the provisions of the contract, then:

To the extent provided by the contract, the Slip Leader is authorised to issue such notice on behalf of all participating (re)insurers; and (optionally)

Any (re)insurer may issue such notice in respect of its own participation.

The content and format of any such notice should be in accordance with the 'Notice of Cancellation' standard, as published by the London Market Group (LMG), or their successor body, on behalf of London Market Associations and participants. However failure to comply with this standard will not affect the validity of the notice given.

The notice shall be provided to the broker by the following means:

By an email to agr.ProfinNOC@amwins.com .

Failure to comply with this delivery requirement will make the notice null and void. Satisfactory delivery of the notice will cause it to be effective irrespective of whether the broker has acknowledged receipt.

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FISCAL AND REGULATORY

Tax Payable by Insurer(s): None Applicable

Regulatory Risk Location: Territory: USA
Territory Sub-Division: Oklahoma

High Risk Product Indicator: N

Insurable Interest: Excess Social Engineering Fraud

Overseas Broker: ProWriters

US Classification: US Surplus Lines

Surplus Lines Broker:

State of Filing: Oklahoma

Lloyd's Platform: **Lloyd's of London**

Allocation of Premium to Coding: Risk Code 1
Risk Code: BB
Premium Allocation: 100%

Regulatory Policyholder Classification: Commercial – Other

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BROKER REMUNERATION & DEDUCTIONS SECTION:

Total Brokerage: 16.00%

**Fee Payable
By Insured:** No

**Other Deductions
From Premium:** None

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USA & CANADA

LLOYD'S SHORT EXCESS FINANCIAL INSTITUTION POLICY (STEP DOWN)

DECLARATIONS:

Policy Number: B1230FC

Item 1. Name of Insured
(herein Insured): **City of Lawton**

Principal Address: 212 SW 9th St,
Lawton,
OK 73501-3944
USA

Item 2. Policy Period: from 12.01 a.m. on TBA
to 12.01 a.m. on TBA
standard time at the Principal Address as to each of said
dates.

IMPORTANT: THIS POLICY DEFINITELY EXPIRES ON THE DATE STATED ABOVE WITHOUT
FURTHER NOTICE BY OR ON BEHALF OF THE UNDERWRITERS.

Item 3. Aggregate Limit
of Liability: USD 250,000

Item 4. Underlying Primary
Limit(s): USD 750,000 in the aggregate in respect of Cyber Crime
Coverage only

Item 5. Underlying Primary
Insurer(s) Policy
Number(s): Primary: TBA

Item 6. Underlying Deductible
applicable to each loss: TBA

Item 7. Premium: USD 17,500 annual

Item 8. Retroactive Date: EXPIRY (OR INCEPTION IF NEW LIMIT)

Item 9. Notification of Loss to: Amwins Global Risks Limited
22 Bishopsgate
London
EC2N 4BQ
UK

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agr.profinclaims@amwins.com

Item 10. Service of Suit: Lloyd's America, Inc.
Attention: Legal Department
280 Park Avenue, East Tower, 25th Floor
New York
NY 10017
USA

Dated in London the

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WHEREAS the Insured is carrying insurance under a Financial Institution Policy issued by the Insurer(s) shown in Item 5 of the Declarations (hereinafter referred to as the "Underlying Primary Insurer(s)");

NOW THEREFORE, WE THE Underwriters subscribing to this Policy, in consideration of the payment of the premium and subject to the Declarations and other terms and conditions of this Policy, agree to make good to the Insured such loss sustained and discovered as hereinafter provided, to an amount not exceeding the Aggregate Limit of Liability stated in Item 3 of the Declarations.

CONDITIONS

1. MAINTENANCE OF THE UNDERLYING PRIMARY INSURANCE

This Policy is subject to the same warranties, terms and conditions (except as regards the premium, the amount and limits of liability and the renewal agreement, if any, and except as otherwise provided herein) as are contained in or may be added to the Policy(s) of the Underlying Primary Insurer(s).

No amendment or alteration to the Policy(s) of the Underlying Primary Insurer(s) including but not limited to any extension in the scope or nature of the coverages afforded, shall be binding hereunder unless and until specifically agreed by the Underwriters hereon.

It is a condition of this Policy that the Policy(s) of the Underlying Primary Insurer(s) shall be maintained in full force and effect during the currency of this Policy except for the partial erosion or complete exhaustion of any aggregate limit(s) contained therein solely by payment of claims in respect of losses discovered during the Policy Period. Termination or cancellation of the Policy(s) of the Underlying Primary Insurer(s) other than by reason of exhaustion of any aggregate limit(s), as aforesaid, shall be deemed to effect simultaneous termination or cancellation of this Policy unless otherwise agreed by the Underwriters hereon.

2. ATTACHMENT OF LIABILITY

It is a condition of this Policy that liability to pay under this Policy shall attach only when the Underlying Primary Insurer(s) shall have admitted liability for the Underlying Primary Limit(s) stated in Item 4 of the Declarations and then only after the Underlying Primary Insurer(s) have paid or have been held liable to pay, the full amount of such Underlying Primary Limit(s).

3. UNDERWRITERS LIABILITY IN THE EVENT OF EROSION OR EXHAUSTION OF THE UNDERLYING PRIMARY LIMIT(S)

In the event of erosion or exhaustion of the Underlying Primary Limit(s) by payment of claims in respect of losses discovered during the Policy Period, this Policy shall

- a) if erosion be partial, pay the excess of the reduced Underlying Primary Limit(s) of the Policy(s) of the Underlying Primary Insurer(s), or
- b) if exhaustion be complete, continue in force in place of such Policy(s) of the Underlying Primary Insurer(s);

subject always to the Aggregate Limit of Liability as stated in Item 3 of the Declarations and the Underlying Deductible as stated in Item 6 of the Declarations.

4. NOTIFICATION OF CLAIMS

It is a condition of this Policy that the Insured, upon discovery of any loss involving (or potentially involving) amounts which could give rise to a claim hereunder shall give immediate written notice thereof to the person or firm named in Item 9 of the Declarations, and in any

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event in compliance with any specific time period(s) required for such notification in the Policy(s) of the Underlying Primary Insurer(s).

5. FRAUDULENT OR FALSE CLAIMS

It is a condition of this Policy that if the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claims hereunder shall be forfeited.

6. SUBROGATION RIGHTS

It is a condition of this Policy that Underwriters upon the payment of any loss hereunder shall become subrogated to all the rights and remedies of the Insured in respect of such loss.

7. LOSS SUSTAINED AND DISCOVERED

It is agreed that

- (a) this Policy shall cover only those losses first discovered during the Policy Period stated in Item 2 of the Declarations and;
- (b) this Policy shall not cover any loss arising from any notification made by the Insured to any prior insurer; and
- (c) if any Retroactive Date is specified in Item 8 of the Declarations, this Policy shall not cover any loss sustained prior to such Retroactive Date or any loss involving any act, error, omission, transaction, occurrence, casualty or event which occurred or commenced prior to said Retroactive Date.

DEFINITIONS

EACH LOSS

The definition of each loss for the purpose of this Policy shall be the sum of all covered loss, including court costs and attorney's fees, resulting from

- (a) any one act or series of related acts of burglary, robbery or attempt thereat, in which no Employee is implicated, or
- (b) any one act or series of related unintentional or negligent acts or omissions on the part of any person (whether an Employee or not) resulting in damage to or destruction or misplacement of Property, or
- (c) all acts or omissions other than those specified in (a) and (b) preceding, caused by any person (whether an Employee or not) or in which such person is implicated, or
- (d) any one casualty or event not specified in (a), (b) or (c) preceding.

RAGJ SHORT EXCESS FINANCIAL INSTITUTION POLICY (STEP DOWN) 0787.

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RETROACTIVE DATE CLAUSE

It is hereby noted and agreed that Underwriters shall not be liable for any **Loss** or **Claim** arising out of or in any way involving any act, error or omission committed or alleged to have been committed prior to:

(i) *EXPIRY (OR INCEPTION IF NEW LIMIT)*

All other terms and conditions remain unchanged.

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WAR AND 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 of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

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 1 and/or 2 above.

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

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

08/10/01
NMA2918

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**RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION
CLAUSE**

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

This Policy does not cover

- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability of whatsoever nature

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

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4/4/68
NMA1622

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ASBESTOS EXCLUSION

This Certificate does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

TOXIC MOULD EXCLUSION

- A. Excluding all loss, cost or expense directly or indirectly arising out of, resulting from or in any way related to Fungi whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.
- B. "Fungi" as utilised herein, shall mean any fungus or mycota or any byproduct or type or infestation produced by such fungus or mycota, including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.

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PREMIUM PAYMENT CLAUSE

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 60th 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

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SANCTIONS LIMITATION 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.

LMA3100A
5 October 2023

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FOLLOW-FORM OF CYBER CRIME ONLY ENDORSEMENT (incl. drop-down provision in the event of erosion)

It is hereby noted and agreed that this policy provides coverage solely in respect of the following Insuring Clause(s):

- Cyber Crime Endorsement

This policy shall provide a limit of USD 750,000 in excess of USD 250,000, which is in turn excess of the Underlying Retention of TBA. In the event that the underlying coverage being followed is unavailable due to payment of Claim or Claims by Insurers relating to any other Insuring Clause(s) of the Underlying Primary Policy, then this policy shall continue in force subject to the minimum attachment amount of TBA (being the equivalent of the Underlying Sub-Limit plus the Underlying Retention, if it were available).

All other terms, conditions and limitations of this policy remain unaltered.

QUOTE ONLY – NO COVER GIVEN

**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.

CL370
10/11/2003

QUOTE ONLY – NO COVER GIVEN

COMMERCIAL CRIME RANSOMWARE EXCLUSION

1. This endorsement takes priority over any other provision in this policy.
2. This policy excludes any loss, damage, costs, expenses, Ransom or any other amount caused by, resulting from or arising out of Ransomware or Denial of Service or the threat or hoax thereof.

Definitions

3. Ransom means a demand for payment of money, including cryptocurrency or digital currency, or other valuable consideration, made by a third party holding itself out as responsible for an actual or threatened Ransomware or Denial of Service attack.
4. Ransomware means the introduction of malware or code directly or indirectly causing unauthorised:
 - (i) total or partial blocking of access to, disruption of normal operations of, Computer System(s); or
 - (ii) encryption, corruption, deletion, acquisition, transmission or publication of Data connected with a demand for payment of a Ransom.
5. Denial of Service means an attack implemented over the internet or network directly or indirectly to cause disruption to the normal operations of, or the total or partial blocking of access to, Computer System(s) through excessive network traffic connected with a demand for payment of a Ransom.
6. Data means information used, accessed, processed, transmitted or stored by a Computer System.
7. 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.

QUOTE ONLY – NO COVER GIVEN

CYBER RISKS ENDORSEMENT NO. 2
(For use with Bankers Blanket Bond and Crime Policies)

This Policy does not contain a specific **Cyber Act** or **Cyber Incident** exclusion, therefore a loss (which is otherwise covered by an insuring clause herein) due to a **Cyber Act** or a **Cyber Incident** will be payable subject to all of the terms, conditions, warranties and exclusions of this Policy.

Definitions

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.

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**.

Cyber Incident means:

- 1.1 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
- 1.2 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**.

LMA5429
19 June 2020

QUOTE ONLY – NO COVER GIVEN

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

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 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.

LMA5020

14/09/2005