
This Insurance is effected with the Underwriters as further specified below.

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by the Underwriters. Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

You are requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

theOpenTrack LLC
901 N 3rd Street #114, Minneapolis, MN 55401
Tel: (612) 767-0886



CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters identified below as Insurers.
3. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

Specimen



This Declaration Page is attached to and forms part of the Certificate provisions

Previous No. -

Authority Ref. No. B1262BW0224721

Certificate No.

1. Named insured:

2. Period of insurance:

Effective from to

both days at 00:01 local standard time at the mailing address of the named insured

3. Underwriters/Insurers:

This evidences that insurance has been placed with Convex Insurance UK Limited, a company registered in England & Wales with registration number 11796392.

Convex Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register Number 840616).

Email: hello@convexin.com

Website: www.convexin.com

Percentage: 50%

and ARGENTA Syndicate Management Limited, a company registered in England & Wales with registration number 3632880.

ARGENTA Syndicate Management Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register Number 204974).

Website: www.argentagroup.com

Percentage: 50%

4. Covered additional drivers:

5. Limit of liability:

US each accident and in total for the period of insurance

6. Deductible:

US \$2,500 each accident

7. Premium:

US

8. Forms attached hereto and special conditions:

- Personal Automobile Liability Insurance Contract
- Covered Tracks Endorsement
- War and Terrorism Exclusion Endorsement, NMA2918 (amended)
- Communicable Disease Exclusion, LMA5396
- Cyber and Data Limited Exclusion Endorsement 2A, LMA5476
- U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders, IL P 001 01 04
- Convex Privacy notice
- Lloyd's Privacy notice, LSW1135B
- Convex Service of Suit, CL355B (Amended)
- Lloyd's Service of Suit Clause (USA), LMA5020
- Complaints Notice

9. Service of Suit may be made upon:

For Convex Insurance UK Limited

Locke Lord LLP
Brookfield Place, 200 Vesey Street, 20 Floor, New York, NY 10281-2101, Tel: 212-415, 8600
Attention: Zachary N. Lern



AND
Mendes & Mount LLP, 750 Seventh Avenue, New York, NY 10019

10. In the event of a claim, please notify the following:

John V. Walsh
Sedgwick Claims Management Services, Inc.
Phone: Direct 312 356 1911, Cell 312 597 3100
Email John.Walsh@sedgwick.com

Dated at

by



Correspondent

Specimen



PERSONAL AUTOMOBILE LIABILITY INSURANCE CONTRACT

This insurance contract insures your legal liability for injury caused to other people or damage to their property while you are driving an automobile on a “scheduled track” only. No cover is provided for liability arising at any other time or for damage to the automobile you are driving or to any of your own vehicles or other property.

Throughout this insurance contract “you” and “your” refer to the person or persons stated as the “named insured” in the Declarations and “we”, “us” and “our” refer to the Insurer providing this insurance.

Other words and phrases that appear in quotation marks have special meaning as stated in section 6, **Definitions**.

1. What is covered

A. In return for the premium you have paid and subject to all of the terms and conditions of this insurance contract, we agree to pay damages for:

- i. “bodily injury”, or
- ii. “property damage”

for which you or an “additional driver” become legally responsible because of an accident happening at a “scheduled track” during the period of insurance shown in the Declarations while you or the “additional driver”:

- (a) are driving an automobile in the course of “driving activities” on the “scheduled track”; or
- (b) are a passenger in any automobile being driven by a “driving activity instructor” as part of official driving instruction provided in the course of “driving activities” on the “scheduled track”.

Damages include any prejudgment interest awarded against you.

We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this insurance contract has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for “bodily injury” or “property damage” not covered under this insurance contract.

B. We will also pay on behalf of you or an “additional driver”:

- i. Premiums on appeal bonds and bonds to release attachments in any suit we defend.



- ii. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this insurance contract.
- iii. Other reasonable expenses incurred at our request.

Payments under this clause B will not reduce the limit of liability.

2. What is not covered

We do not provide any coverage under this insurance contract:

- A. if you or an “additional driver” intentionally cause “bodily injury” or “property damage”;
- B. for physical injury to, destruction of or loss of use of:
 - i. any automobile being driven by you or an “additional driver” or a “driving activity instructor”;
 - ii. any other vehicle or other property owned by, rented to or used by you or an “additional driver”;
 - iii. any property in the care, custody or control of you or an “additional driver”;
- C. for any liability for “bodily injury” to any person in an automobile being driven by you or an “additional driver” or a “driving activity instructor”;
- D. for any liability arising from the use or ownership of any vehicle other than the automobile being driven at the time of an accident by you or an “additional driver” or a “driving activity instructor”;
- E. for any liability resulting from any automobile:
 - i. being driven anywhere other than within the perimeters of a “scheduled track”;
 - ii. being driven by anyone other than:
 - (a) you or an “additional driver”, or
 - (b) a “driving activity instructor” while you or the “additional driver” are in the automobile with the “driving activity instructor”;
 - iii. competing in, practicing for or preparing for any prearranged, professional or organized racing, speed, endurance or demolition contest;
- F. for any liability arising from you or an “additional driver” acting as a track driving instructor, whether for a fee or otherwise;
- G. for any liability assumed by you or an “additional driver” under any contract or agreement, but this exclusion does not apply to liability for damages:

- i. assumed by you or an “additional driver” in any waiver or disclaimer signed at a “scheduled track” as a pre-condition for being allowed to drive on that track; or
 - ii. that you or the “additional driver” would have at law in the absence of the contract or agreement;
- H. for any fines or penalties.

3. What must be done in the event of an accident

You and any “additional driver” must comply with the following conditions. If you or the “additional driver” fail to do so and the failure is prejudicial to us, we will have no duty to provide coverage under this insurance contract:

- A. You must tell us promptly about any accident, giving details of who was driving and how, when and where the accident happened and including the names and addresses of any injured persons and of any witnesses.
- B. You and the “additional driver” must:
 - i. Co-operate with us in the investigation, settlement or defense of any claim or suit and in the exercise of any rights of recovery you or the “additional driver” may have against any other person.
 - ii. Promptly send us copies of all notices or legal papers received in connection with the accident.
 - iii. Submit, as often as we reasonably require, to physical examination by physicians we select. We will pay for these examinations.
 - iv. Submit, as often as we reasonably require, to examination under oath and subscribe the same.
 - v. Authorize us to obtain medical reports and other relevant records.

All communication with us required under this clause 3 should be made through the person or entity stated in the Declarations.

4. How much we will pay

The limit of liability shown in the Declarations is our maximum limit of liability for all damages for “bodily injury” and/or “property damage” resulting from any one accident and in total for the period of insurance. Defense costs are payable in addition to this limit until the limit of liability has been exhausted.

This limit of liability is the most we will pay regardless of the number of:

- A. claims made; or
- B. vehicles involved in the accident.

We will only pay amounts in excess of the deductible amount stated in the Declarations. The deductible amount shall be inclusive of damages and defense costs.

5. Other conditions

A. Changes

This insurance contract contains all the agreements between you and us. Its terms may not be changed or waived except by an endorsement to it issued by us.

B. Fraud

We will not provide coverage if you or an “additional driver” have made fraudulent statements or engaged in fraudulent conduct in connection with any accident for which coverage is sought under this insurance contract.

C. Legal action against us

No legal action may be brought against us until:

- i. there has been full compliance with all the terms and conditions of this insurance contract; and
- ii. we agree in writing that you or the “additional driver” have an obligation to pay or the amount of that obligation has been finally determined by judgment after trial.

No person or organization has any right under this insurance contract to bring us into any action to determine your liability.

D. Our right of recovery

If we make a payment under this insurance contract and you or an “additional driver”:

- i. have a right to recover any amounts from another person or entity, we shall be subrogated to that right;
- ii. recover any amounts from another person or entity, you shall reimburse us with proceeds of the recovery to the extent of our payment.

E. Earned premium and cancellation

The premium you have paid for this insurance contract is fully earned at inception.

If you decide to cancel this insurance contract during the period of insurance you may do so by giving us advance written notice of the date you want cancellation to take effect, but there will be no premium refund.

We will cancel this insurance contract only:

- i. for reasons of non-payment of the premium; or
- ii. if your driver's license or that of an "additional driver" is suspended or revoked during the period of insurance; or
- iii. if this insurance was obtained by you by deliberately concealing or misrepresenting any material information.

If we do cancel, we shall send you 30 days' advance written notice.

F. Transfer of your interest

The rights and duties of you and any "additional driver" under this insurance contract may not be assigned without our prior written consent.

G. Other insurance

If there is other applicable liability insurance covering an accident, we will pay only our share of the loss, being the proportion that our limit of liability bears to the total of all applicable limits.

H. Governing law of the insurance and disputes with us

This insurance shall be governed by the laws of the State of Minnesota and subject to the exclusive jurisdiction of the United States courts.

If we fail to pay any amount claimed to be due under this insurance contract, at your request we will submit to the jurisdiction of a court of competent jurisdiction within the United States of America. Nothing in this clause constitutes or should be understood to constitute a waiver of our 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.

We agree that service of process in such suit may be made upon the firm stated in the Declarations, and that in any suit instituted against us upon this insurance contract, we will abide by the final decision of such court or of any appellate court in the event of an appeal.

The firm stated in the Declarations is authorized and directed to accept service of process on our behalf in any such suit and/or upon your request to give you a written undertaking that they will enter a general appearance upon our 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 for such things, we designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his or her successor or successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf, and designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy of it.

6. Definitions

Wherever used in this insurance contract:

- A. "Additional driver" means only those persons shown as covered additional drivers in the Declarations.
- B. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.
- C. "Driving activities" means non-competitive auto driving events taking place at a "scheduled track". The event must have been booked and scheduled with the "scheduled track" in accordance with its rules and policies.

"Driving activities" shall not include any contest for speed or endurance, whether against another competitor or against a time measuring device, whether in a competitive event or otherwise.

- D. "Driving activity instructor" means a track driving instructor that you or an "additional driver" have hired or been provided with for the purpose of providing you or an "additional driver" with official driving instruction as part of "driving activities".
- E. "Property damage" means physical injury to, destruction of or loss of use of tangible property.
- F. "Scheduled track" means a track stated in the COVERED TRACKS ENDORSEMENT attached to this insurance contract.



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 we 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 you.

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

NMA2918 (amended)



COMMUNICABLE DISEASE EXCLUSION

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise 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, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a 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, and
 - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

LMA5396

17 April _____



CYBER AND DATA LIMITED EXCLUSION ENDORSEMENT 2A

- 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, fines, penalties, 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**;
 - 1.2 **Data Breach**; or
 - 1.3 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, unless subject to the provisions of paragraph 3 or 4.

- 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**.

- 3 Clause 1.1 of this Exclusion shall not apply in respect of any actual or alleged liability for and/or arising out of:

- 3.1 any **Bodily Injury**, including mental injury, mental anguish or mental disease resulting from actual **Bodily Injury**; or
- 3.2 any **Property Damage** arising from damage to tangible property. **Electronic Data** is not tangible property

arising from a **Cyber Incident** or a **Cyber Act**,

Nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a **Cyber Incident** or a **Cyber Act**.

- 4 Clause 1.2 of this Exclusion shall not apply in respect of any actual or alleged liability for and/or arising out of:

- 4.1 any **Bodily Injury**, including mental injury, mental anguish or mental disease resulting from actual **Bodily Injury**; or
- 4.2 any **Property Damage** arising from damage to tangible property. **Electronic Data** is not tangible property

arising from a **Cyber Incident** or a **Cyber Act**



5 Clause 1.3 of this Exclusion shall not apply in respect of any actual or alleged liability for and/or arising out of:

5.1 any **Bodily Injury**, including mental injury, mental anguish or mental disease resulting from actual **Bodily Injury**; or

5.2 any **Property Damage** arising from damage to tangible property. **Electronic Data** is not tangible property

arising from a **Cyber Incident** or a **Cyber Act**

Definitions

1 **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.

2 **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**.

3 **Cyber Incident** means:

3.1 an error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or

3.2 the 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**.

4 **Bodily Injury** means as defined in the Policy to which this endorsement is attached.

5 **Data Breach** means:

5.1 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

5.2 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**.

6 **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.

7 **Property Damage** means as defined in the Policy to which this endorsement is attached.

LMA5476 (amended)

21 December 2020

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

Advisory Notice to Policyholders

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

IL P 001 01 04

Privacy Notice for Policies – Convex Insurance UK Limited

Convex Insurance UK Limited collects and processes data, in order for us to deliver insurance services such as providing you with a quote, processing claims and administration purposes. We also process data for recruitment purposes, relationship management and dealing with complaints.

The data that we collect from you and how we process that data will depend on our relationship with you. Consequently, we will collect relevant data dependent on whether you are an applicant (policyholder), beneficiary, a claimant, a witness, a broker, a potential employee or a third party. The type of personal information we may collect will depend on the purpose for which it is collected.

We will process your data for a number of purposes, and these will be conducted under a 'lawful basis for processing' which means that we have a legitimate interest in processing your data.

We will keep your personal data confidential and we will only share it where necessary.

Under data protection law you have a number of rights in relation to the personal data that we hold about you. You can exercise your rights by contacting us at any time.

Our full Privacy Notice is available on our website at www.convexin.com. If you would like further information about any of the matters in this notice or if you have any other questions about how we collect, store or use your personal data, you may contact our Data Protection Officer at dataprotectionofficer@convexin.com or by writing to Data Protection Officer, Convex Insurance UK Limited, 52 Lime Street, London, EC3M 7AF

Specimen



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.

06/03
LSW1135B



Complaints Notice

To request assistance or make an initial complaint, you should contact *theOpenTrack* LLC at:

333 Washington Ave N #300-9003 Minneapolis, MN 55401
Tel: (612) 231-1522

In the alternative, or if you are dissatisfied with the resolution of your complaint by the above party, you may wish to contact complaints@convexin.com

Your State's Department of Insurance should be contacted only after discussions with the insurer, or *theOpenTrack* LLC, have failed to produce a satisfactory resolution.

You may contact your State's Department of Insurance to obtain information on your rights or make a complaint at:

841 Silver Lake Boulevard, Dover, DE 19904

Specimen

CONVEX SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of the Underwriters severally subscribing this insurance (the Underwriters) to pay any amount claimed to be due hereunder, the Underwriters, at the request of the Assured (or Reinsured), will submit to the jurisdiction of a court of competent jurisdiction within the United States of America.

Notwithstanding any provision elsewhere in this insurance relating to jurisdiction, it is agreed that the Underwriters have the right to commence an action in any court of competent jurisdiction in the United States of America, and nothing in this clause constitutes or should be understood to constitute a waiver of the Underwriters' rights to remove an action to a United States Federal District Court or to seek remand therefrom or to seek a transfer of any suit to any other court of competent jurisdiction as permitted by the laws of the United States of America or any state therein.

Subject to the Underwriters' rights set forth above:

- (a) It is further agreed that, with respect to all risks other than risks subject to the jurisdictions of California, Maine or Rhode Island, the Assured may serve process upon of the following contact:

Locke Lord LLP
Brookfield Place
200 Vesey Street, 20 Floor
New York, NY 10281-2101
Tel: 212-415-8600
Attention: Zachary N. Lerner

With respect to risks subject to the jurisdiction of California, the Assured may serve process on the following contact:

Locke Lord LLP
300 S. Grand Avenue
Suite 2600
Los Angeles, CA 90071
Attention: Jonathan F. Bank

With respect to risks subject to the jurisdiction of Maine, the Assured may serve process on the following contact:

Kenneth Keene, c/o CT Corporation System
128 State Street, #3
August, ME 04330

With respect to risks subject to the jurisdiction of Rhode Island, the Assured may serve process on its surplus lines broker or the following contact:

CT Corporation System
450 Veterans Memorial Parkway
Suite 7A
East Providence, RI 02914

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

- (b) ~~The above-named are authorized and directed to accept service of process on behalf~~



Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon the Underwriters' behalf in the event such a suit shall be instituted.

- (c) The right of the Assured to bring suit as provided herein shall be limited to a suit brought in its own name and for its own account. For the purpose of suit as herein provided the word Assured includes any mortgagee under a ship mortgage which is specifically named as a loss payee in this insurance and any person succeeding to the rights of any such mortgagee.
- (d) Further, pursuant to any statute of any state, territory or district of the United States of America which makes provision therefor, Underwriters 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 (the Officer), and the applicable Secretary of State as applicable, as their true and lawful attorneys upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person(s) to whom the Officer is authorized to mail such process or a true copy thereof.

If this clause is attached to a contract of reinsurance the terms insurance and Assured shall mean reinsurance and Reassured respectively.

CL355B (Amended)

6 October 2020

Specimen



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 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

