



Evanston Insurance Company

10275 West Higgins Road, Suite 750
Rosemont, IL 60018

INSURANCE POLICY

Coverage afforded by this policy is provided by the Company (Insurer) and named in the Declarations.

In **Witness Whereof**, the company (insurer) has caused this policy to be executed and attested and countersigned by a duly authorized representative of the company (insurer) identified in the Declarations.

Kathleen Anne Sturgeon

Secretary

Barry W. Sales

President



EVANSTON INSURANCE COMPANY

PRIVACY NOTICE

U. S. Consumer Privacy Notice

Rev. 1/1/2020

FACTS	WHAT DOES MARKEL GROUP OF COMPANIES REFERENCED BELOW (INDIVIDUALLY OR COLLECTIVELY REFERRED TO AS "WE", "US", OR "OUR") DO WITH YOUR PERSONAL INFORMATION?
Why?	<p>In the course of Our business relationship with you, We collect information about you that is necessary to provide you with Our products and services. We treat this information as confidential and recognize the importance of protecting it. Federal and state law gives you the right to limit some but not all sharing of your personal information. Federal and state law also requires Us to tell you how We collect, share, and protect your personal information. Please read this notice carefully to understand what We do.</p>
What?	<p>The types of personal information We collect and share depend on the product or service you have with Us. This information can include:</p> <ul style="list-style-type: none">• your name, mailing and email address(es), telephone number, date of birth, gender, marital or family status, identification numbers issued by government bodies or agencies (i.e.: Social Security number or FEIN, driver's license or other license number), employment, education, occupation, or assets and income from applications and other forms from you, your employer and others;• your policy coverage, claims, premiums, and payment history from your dealings with Us, Our Affiliates, or others;• your financial history from other insurance companies, financial organizations, or consumer reporting agencies, including but not limited to payment card numbers, bank account or other financial account numbers and account details, credit history and credit scores, assets and income and other financial information, or your medical history and records. <p>Personal information does not include:</p> <ul style="list-style-type: none">• publicly-available information from government records;• de-identified or aggregated consumer information. <p>When you are no longer Our customer, We continue to share your information as described in this Notice as required by law.</p>
How?	<p>All insurance companies need to share customers' personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers' personal information; the reasons We choose to share; and whether you can limit this sharing. We restrict access to your personal information to those individuals, such as Our employees and agents, who provide you with insurance products and services. We may disclose your personal information to Our Affiliates and Nonaffiliates (1) to process your transaction with Us, for instance, to determine eligibility for coverage, to process claims, or to prevent fraud, or (2) with your written authorization, or (3) otherwise as permitted by law. We do not disclose any of your personal information, as Our customer or former customer, except as described in this Notice.</p>

Reasons We can share your personal information	Do We share?	Can you limit this sharing?
For Our everyday business purposes and as required by law – such as to process your transactions, maintain your account(s), respond to court orders and legal/regulatory investigations, to prevent fraud, or report to credit bureaus	Yes	No
For Our marketing purposes – to offer Our products and services to you	Yes	No
For Joint Marketing with other financial companies	Yes	No
For Our Affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For Our Affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For Our Affiliates to market you	No	We don't share
For Nonaffiliates to market you	No	We don't share
Questions? Call (888) 560-4671 or email privacy@markel.com		

Who We are	
Who is providing this Notice?	A list of Our companies is located at the end of this Notice.

What We do	
How do We protect your personal information?	We maintain reasonable physical, electronic, and procedural safeguards to protect your personal information and to comply with applicable regulatory standards. For more information, visit www.markel.com/privacy-policy .
How do We collect your personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • complete an application or other form for insurance • perform transactions with Us, Our Affiliates, or others • file an insurance claim or provide account information • use your credit or debit card <p>We also collect your personal information from others, such as consumer reporting agencies that provide Us with information such as credit information, driving records, and claim histories.</p>
Why can't you limit all sharing of your personal information?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for Affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • sharing for Nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the Other Important Information section of this Notice for more on your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our Affiliates include member companies of Markel Group.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Nonaffiliates that We can share with can include financial services companies such as insurance agencies or brokers, claims adjusters, reinsurers, and auditors, state insurance officials, law enforcement, and others as permitted by law.
Joint Marketing	<p>A formal agreement between Nonaffiliated companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Our Joint Marketing providers can include entities providing a service or product that could allow Us to provide a broader selection of insurance products to you.

Other Important Information
<p>For Residents of AZ, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, and VA: Under state law, under certain circumstances you have the right to access and request correction, amendment or deletion of personal information that We have collected from or about you. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060.</p> <p>We may charge a reasonable fee to cover the costs of providing this information. We will let you know what actions We take. If you do not agree with Our actions, you may send Us a statement.</p>
<p>For Residents of CA: You have the right to review, make corrections, or delete your recorded personal information contained in Our files. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We do not and will not sell your personal information.</p> <p>For the categories of personal information We have collected from consumers within the last 12 months, please visit: www.markel.com/privacy-policy.</p>
<p>For Residents of MA and ME: You may ask, in writing, for specific reason, for an adverse underwriting decision.</p>
<p>Markel Group of Companies Providing This Notice: City National Insurance Company, Essentia Insurance Company, Evanston Insurance Company, FirstComp Insurance Company, Independent Specialty Insurance Company, National Specialty Insurance Company, Markel Bermuda Limited, Markel American Insurance Company, Markel Global Reinsurance Company, Markel Insurance Company, Markel International Insurance Company Limited, Markel Service, Incorporated, Markel West, Inc. (d/b/a in CA as Markel West Insurance Services), Pinnacle National Insurance Company, State National Insurance Company, Inc., Superior Specialty Insurance Company, SureTec Agency Services, Inc. (d/b/a in CA as SureTec Agency Insurance Services), SureTec Indemnity Company, SureTec Insurance Company, United Specialty Insurance Company, Inc.</p>



EVANSTON INSURANCE COMPANY

NOTICE TO POLICYHOLDERS CLAIM REPORTING

Please immediately report a new claim under this policy to:

newclaims@markel.com

For general claims inquiries after a claim has been reported, please email:

markelclaims@markel.com

In order for us to expedite the handling of your claim and quickly refer it to the appropriate party, please have the following information available:

- Claim number (or report as new)
- Your name, contact information and position with the Named Insured
- Date of loss
- Policy number and insured name
- Details of loss

Our address and additional contact information are as follows:

Markel Claims
P.O. Box 2009
Glen Allen, VA 23058-2009
Phone: 800-362-7535 (800) 3MARKEL
Fax: 855-662-7535 (855) 6MARKEL

Markel understands the importance of having knowledgeable claims professionals prepared to answer your questions with personal attention and expertise. With claims professionals located across four time zones, you are sure to find the claims assistance you need -- when you need it.

**PLEASE REFER TO THE POLICY FOR ANY NOTICE AND REPORTING PROVISIONS
AND DUTIES IN THE EVENT OF LOSS OR DAMAGE TO COVERED PROPERTY.**



EVANSTON INSURANCE COMPANY

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 – <https://www.treasury.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.



Evanston Insurance Company

INLAND MARINE POLICY- DECLARATIONS

POLICY NUMBER:

COMPANY NAME: Evanston Insurance Company

PRODUCER NAME AND ADDRESS: The OpenTrack, LLC
333 Washington Ave N #300-9003 Minneapolis, MN 55401

NAME OF INSURED:

POLICY PERIOD: FROM: **TO:** at
12:01 a.m. Standard Time at your mailing address shown above.

IN RETURN FOR YOUR PAYMENT OF THE PREMIUM, WE PROVIDE THE INSURANCE AS DESCRIBED IN THIS POLICY.

LOSS PAYABLE AND MAILING ADDRESS:

FORMS APPLICABLE TO ALL COVERAGES:

PREMIUM:

PAYABLE: In Full

A handwritten signature in black ink, appearing to read "J. D. Huns", written over a horizontal line.

(Authorized Representative)

DATE:

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Evanston Insurance Company

**SCHEDULE OF COVERAGES
OPENTRACK PHYSICAL DAMAGE COVERAGE**

(The entries required to complete this schedule will be shown below or on the Schedule of Vehicles.)

COVERED PROPERTY

SCHEDULED AUTO(S) LIMIT:

COVERED DRIVERS:

MISCELLANEOUS PROPERTY:

CANADIAN COVERAGE:

INTERNATIONAL COVERAGE:

SCHEDULED TRACK:

COVERAGE EXTENSION:

DEDUCTIBLE

DEDUCTIBLE AMOUNT:

ADDITIONAL INFORMATION

Policy Premium is Fully Earned at Inception.



EVANSTON INSURANCE COMPANY

OPENTRACK PHYSICAL DAMAGE COVERAGE

In this coverage form, the words "you" and "your" mean the persons or organizations named as the insured on the declarations and the words "we", "us", and "our" mean the company providing this coverage.

Refer to the Definitions section at the end of this coverage form for additional words and phrases that have special meaning. These words and phrases are shown in quotation marks.

AGREEMENT

In return for your payment of the required premium, we provide the coverage described herein subject to all the terms of the Open Track Physical Damage Racing Coverage. This coverage is also subject to the Schedule of Coverages and additional policy conditions relating to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records.

Endorsements and schedules may also apply. They are identified on the Schedule of Coverages.

PROPERTY COVERED

We cover the following property unless the property is excluded or subject to limitations.

1. **Coverage** – We cover direct physical loss or damage to:

a. "scheduled autos"; provided that such direct physical loss or damage is caused by and results directly from a "collision" involving the "scheduled auto" while:

i. involved in "driving activities"; and

ii. being driven by a covered driver listed on the Declarations Page or a track driving instructor; and

b. "miscellaneous property"; provided that such direct physical loss or damage occurs while such "miscellaneous property" is located at a Scheduled

Track shown on the Schedule of Coverages.

2. **Coverage Limitation** – We only cover your property as set forth in the Schedule of Coverages.

PERILS EXCLUDED

1. We do not cover any loss or damage to your "scheduled auto" which occurs during any activity other than "driving activities";
2. We do not cover loss or damage while at competitive driving events including any contest for speed or endurance.
3. We do not cover any loss due to diminution in "market value" to your "scheduled auto" in the event of partial loss;
4. We do not cover any road damage to the tires of your "scheduled auto", unless caused by a covered "collision";
5. We do not cover any loss due to breakage of glass on your "scheduled auto", unless caused by a covered "collision";
6. We do not cover any loss due to scratching or chipping to your "scheduled auto", unless caused by a covered "collision";
7. We do not cover any loss to the electrical system, engine, or drivetrain of your "scheduled auto" except as a result of physical damage caused by a covered "collision";
8. We do not cover any loss to your "scheduled auto" caused by birds, vermin, rodents, or insects; provided that this Exclusion shall not apply to loss caused by a covered "collision" with birds or animals;
9. We do not cover any loss to your "scheduled auto" caused by inherent defect, dampness, mildew, mold, rot or rust, temperature extremes, or gradual deterioration;
10. We do not cover any loss or damage to your "scheduled auto" caused by or resulting from reparation, restoration, conservation or retouching, unless approved by us in writing;
11. We do not cover any loss or damage to your

"scheduled auto" driven by any person under the age of 25 years;

12. We do not cover any loss or damage to your "scheduled auto" driven by anyone impaired by the use of alcohol and/or drugs;

13. We do not cover any loss to your "scheduled auto" resulting from accumulated damage caused over a period of time; and

14. We do not cover any loss to your "scheduled auto" caused by suicide or attempted suicide.

WHAT MUST BE DONE IN CASE OF LOSS

1. **Notice** – In case of a loss, you must:

- a. give us or our agent prompt notice including a description of the property involved (we may request written notice); and a completed Open Track Incident Report and Claim Form.
- b. give notice to the police when the act that causes the loss is a crime.

2. **You Must Protect Property** – You must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss.

- a. **Payment Of Reasonable Costs** – We will pay the reasonable costs incurred by you for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. You must keep an accurate record of such costs. Our payment of such reasonable costs shall not increase the "limit".
- b. **We will pay for miscellaneous towing expenses** up to \$10,000, which shall be in addition to the "limit".
- c. **We Do Not Cover** – We do not cover any costs for repairs or emergency measures performed on property that has not been damaged by a peril insured against.

3. **Proof Of Loss** – You must send us, within 60 days after our request, a signed, sworn proof of loss. Such proof of loss must include the following information:

- a. the time, place, and circumstances of the loss;
- b. other policies of insurance that may cover the loss;
- c. your interest and the interests of all others in the property involved, including all mortgages and liens;
- d. changes in title of the covered property during the policy period; and
- e. estimates, specifications, inventories, and other reasonable information that we may require to settle the loss.

4. **Examination** – You must submit to examination under oath in matters connected with any loss as often as we reasonably request and give us sworn statements of the answers. If more than one person is examined, we have the right to examine and receive statements separately and not in the presence of others.

5. **Records** – You must produce records, including your "scheduled auto" title, liens, lease agreements, tax returns and bank microfilms of all canceled checks relating to value, loss, and expense and permit copies and extracts to be made of them as often as we reasonably request.

6. **Damaged Property** – You must exhibit the damaged and undamaged property as often as we reasonably request and allow us to inspect or take samples of the property.

7. **Volunteer Payments** – You must not, except at your own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except with respect to protecting property from further damage.

8. **Abandonment** – You must not abandon the property to us without our written consent.

9. **Cooperation** – You must cooperate with us in performing all acts required by this Policy.

VALUATION

Stated Value – Covered property will be valued at the Stated Value indicated for such covered property as set forth in the Schedule of Vehicles.

HOW MUCH WE PAY

1. **Deductible** – We will pay only that part of your loss which exceeds the Deductible amount shown in the Schedule of Coverages for the applicable "scheduled auto", in any one occurrence.
2. **Total Loss** – The most we will pay for a covered Total Loss to a "scheduled auto" is the "limit"; provided that such "scheduled auto" is physically lost or damaged beyond repair. If the vehicle is leased and considered a Total Loss, the amount payable is the lesser of the lease payoff amount or the "limit".
3. **Partial Loss** – If only part of the "scheduled auto" is physically damaged, we shall pay the lesser of:
 - a. The amount to restore the "scheduled auto" to its condition immediately before the loss but no more than the "limit" ; or
 - b. The partial payment amount that you and us have agreed to but no more than the "limit".
4. **Salvage** – Upon payment of a Total Loss we have the right to your "scheduled auto" for salvage sale with any net proceeds to the benefit of us. If we elect to salvage your vehicle, as a condition of payment of a Total Loss you must surrender your vehicle, including applicable title and/or proof of ownership.
5. **Insurable Interest** – We do not cover more than your insurable interest in any property.
6. **Insurance Under More Than One Coverage** – If more than one coverage of this Policy insures the same loss, we will pay no more than the actual claim, loss, or damage sustained.
7. **Insurance Under More Than One Policy** – If there is another policy covering the same loss, we will only pay for the amount of covered loss in excess of the amount due from such other policy, whether you can collect on it or not. But we will not pay more than the applicable "limit".

OTHER CONDITIONS

1. **Appraisal** – If you and we do not agree on the amount of the covered loss or the value of covered property, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to us, the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three, sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by you and us.

2. **Assignment** – This policy may not be assigned without our written consent.
3. **Benefit To Others** – Insurance under this coverage will not directly or indirectly benefit anyone having custody of your property.
4. **Change, Modification, or Waiver of Policy Terms** – A waiver or change of the "terms" of this policy must be issued by us in writing to be valid.
5. **Conformity With Statute** – When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.
6. **Estates** – This provision applies only if the insured is an individual.
 - a. **Your Death** – On your death, we cover the following as an insured:
 - i. the person who has custody of your property until a legal representative is qualified and appointed; or

- ii. your legal representative.

This person or organization is an insured only with respect to property covered by this coverage.

- b. **Policy Period Is Not Extended** – This coverage does not extend past the policy period indicated on the declarations.
- 7. **Inspections** – We have the right, but are not obligated, to inspect your property and operations at any time. This inspection may be made by us or may be made on our behalf. An inspection or its resulting advice or report does not warrant that your property or operations are safe, healthful, or in compliance with laws, rules, or regulations. Inspections or reports are for our benefit only.
- 8. **Examination of Books and Records** – We may examine and audit your books and records that relate to this policy during the policy period and within three years after the policy has expired.
- 9. **Misrepresentation, Concealment, Or Fraud** – This coverage is void as to you and any other insured if, before or after a loss:
 - a. you or any other insured have willfully concealed or misrepresented:
 - i. a material fact or circumstance that relates to this insurance or the subject thereof; or
 - ii. your interest herein; or
 - b. there has been fraud or false swearing by you or any other insured with respect to any matter that relates to this insurance or the subject thereof.
- 10. **Policy Period** – We pay for a covered loss that occurs during the policy period.
- 11. **Subrogation** – If we pay for a loss, we may require you to assign to us your right of recovery against others. You must do all that is necessary to secure our rights. We do not pay for a loss if you impair this right to recover.

You may not waive your right to recover from others unless you obtain written authorization from us prior to the loss occurring.
- 12. **Recoveries** – If we pay you for the loss, and lost or damaged property is recovered, or payment is made

by those responsible for the loss, the following provisions apply:

- a. you must notify us promptly if you recover property or receive payment;
- b. we must notify you promptly if we recover property or receive payment;
- c. any expenses resulting from recovery efforts incurred by you or us shall be reimbursed first;
- d. you may keep the recovered property but you must refund to us the amount of the claim paid, or any lesser amount to which we agree in writing; and
- e. if the claim paid is less than the agreed loss due to a deductible or other limiting terms of this Policy, any recovery will be prorated between you and us based upon our respective interest in the loss.
- 13. **Restoration Of Limits** – Unless there is a Total Loss to a "scheduled auto", a loss we pay under this coverage does not reduce the applicable "limit".
- 14. **Suit Against Us** – No one may bring a legal action against us under this coverage unless:
 - a. all of the terms of this coverage have been complied with; and
 - b. the suit has been brought within two years after you first have knowledge of the loss.

If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.
- 15. **Territorial Limits** – We cover property while it is in the United States of America, its territories and possessions, Canada, and Puerto Rico.

DEFINITIONS

- 1. "Collision" means the upset of your "scheduled auto" from direct impact with another vehicle or object while involved in "driving activities".
- 2. "Driving activities" means only those non-competitive events at a Scheduled Track shown on the Schedule of Coverages. The event must take place at such Scheduled Track and such event must have been booked and scheduled with the Scheduled Track in

accordance with its rules and policies. "Driving activities" shall not include any participation in competitive events including warm up rounds or practice rounds at such events. "Driving activities" shall not include any contests for speed or endurance, whether against another competitor or against a time measuring device, whether in a competitive event or otherwise.

3. "Limit" means the Stated Value shown in the Schedule of Vehicles for the applicable "scheduled auto".
4. "Market value" means the estimated value at which the "scheduled auto" could be sold at the time in an open market between a willing buyer and a willing seller.
5. "Miscellaneous property" means property owned by you located at a Scheduled Track shown on the Schedule of Coverages and consisting primarily of furniture, equipment and similar personal property. "Miscellaneous property" does not include jewelry, fine art, cell phones or handheld electronics.
6. "Scheduled auto" means only those automobiles shown in the Schedule of Coverages, attached to this Policy and made a part hereof.

SPECIMEN

COMMON POLICY CONDITIONS

1. **Assignment** -- This policy may not be assigned without "our" written consent.
2. **Cancellation** -- "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.

"We" may cancel this policy, or one or more of its parts, by written notice sent to "you" at "your" last mailing address known to "us". If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

If "we" cancel this policy for nonpayment of premium, "we" will give "you" notice at least ten days before the cancellation is effective. If "we" cancel this policy for any other reason, "we" will give "you" notice at least 30 days in advance of cancellation. The notice will state the time that the cancellation is to take effect.

"Your" return premium, if any, will be calculated according to "our" rules. It will be refunded to "you" with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.
3. **Change, Modification, or Waiver of Policy Terms** -- A waiver or change of the "terms" of this policy must be issued by "us" in writing to be valid.
4. **Inspections** -- "We" have the right, but are not obligated, to inspect "your" property and operations at any time. This inspection may be made by "us" or may be made on "our" behalf. An inspection or its resulting advice or report does not warrant that "your" property or operations are safe, healthful, or in compliance with laws, rules, or regulations. Inspections or reports are for "our" benefit only.
5. **Examination of Books and Records** -- "We" may examine and audit "your" books and records that relate to this policy during the policy period and within three years after the policy has expired.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

Except with respect to any policy issued in any state in which the Insurer is licensed as an admitted insurer to transact business, it is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's 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 Secretary, Legal Department, Markel Service, Incorporated, 10275 West Higgins Road, Suite 750, Rosemont, Illinois 60018, and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other official specified for that purpose in the statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this policy, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS

The following is added to this policy:

Trade Or Economic Sanctions

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.

SPECIMEN

VIRUS OR BACTERIA EXCLUSION

DEFINITIONS

Definitions Amended --

When "fungus" is a defined "term", the definition of "fungus" is amended to delete reference to a bacterium.

When "fungus or related perils" is a defined "term", the definition of "fungus or related perils" is amended to delete reference to a bacterium.

PERILS EXCLUDED

The additional exclusion set forth below applies to all coverages, coverage extensions, supplemental coverages, optional coverages, and endorsements that are provided by the policy to which this endorsement is attached, including, but not limited to, those that provide coverage for property, earnings, extra expense, or interruption by civil authority.

1. The following exclusion is added under Perils Excluded, item 1.:

Virus or Bacteria --

"We" do not pay for loss, cost, or expense caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

This exclusion applies to, but is not limited to, any loss, cost, or expense as a result of:

- a. any contamination by any virus, bacterium, or other microorganism; or
- b. any denial of access to property because of any virus, bacterium, or other microorganism.

2. **Superseded Exclusions** -- The Virus or Bacteria exclusion set forth by this endorsement supersedes the "terms" of any other exclusions referring to "pollutants" or to contamination with respect to any loss, cost, or expense caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

OTHER CONDITIONS

Other Terms Remain in Effect --

The "terms" of this endorsement, whether or not applicable to any loss, cost, or expense, cannot be construed to provide coverage for a loss, cost, or expense that would otherwise be excluded under the policy to which this endorsement is attached.

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