

The logo for Lloyd's, featuring the word "LLOYD'S" in a white, serif font centered within a solid black rectangular background.

XN GLOBAL PERSONAL INSURANCE
Effected with certain Lloyd's Underwriters
(hereinafter called the "Insurer") through
XN FINANCIAL SERVICES INC.
BOCA RATON, FLORIDA

XN GLOBAL PERSONAL INSURANCE

Safe Passage International Student Programs, LLC

WORDING USA



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Attaching to and forming part of Group Policy Number: 4-554-1-0000

Personal Property Coverage

Agreement

We will provide the insurance described in this policy section in return for the premium and compliance with all applicable provisions of this policy.

We will cover the household goods and personal belongings owned or used by you or members of your family, if resident in the same household, while these goods and belongings are anywhere in the world (other than whilst in international transit). We also cover the personal belongings of your dependent children while away at school or college during the normal school or college year.

At your request we will cover the personal belongings owned by others while such property is on the part of the **residence premises** occupied by you. In addition, we will cover at your request, the personal belongings owned by a guest or a **residence employee**, while this property is in the **residence premises** occupied by you or while such property is in the physical custody of such employee away from the **residence premises**.

We will also extend this coverage to your personal belongings while such belongings are in a commercial storage facility or warehouse.

The amount of coverage we provide is the limit of liability shown in the Coverage Summary.

Special Limits of Liability

These limits do not increase the limit of liability shown in the Coverage Summary. The special limit for each following numbered category is the total limit for each occurrence for all property in that numbered category:

1. USD 100 on money, bank notes, bullion, gold other than goldware, silver other than **silverware**, platinum, coins and medals;
2. USD 500 on securities, accounts, deeds, evidence of debt, letters of credit notes other than bank notes, manuscripts, passports, tickets and stamps;
3. USD 1 000 on watercraft, including their trailers, furnishing, equipment and outboard motors;
4. USD 1 000 on trailers not used with watercraft;
5. USD 1 000 on grave markers;
6. USD 1 000 for loss by theft, of **jewelry**, watches, **furs**, precious and semi-precious stones;
7. USD 1 000 for loss by theft, of **silverware**, silver-plated ware, gold-plated ware and pewterware; and
8. USD 1 500 for loss by theft of electronic equipments (all items combined)

Property Not Covered

We do not cover:

1. articles separately described and specifically insured in the Valuable Articles section of your policy or any other insurance;
2. animals, birds or fish;
3. motorized land vehicles except those used to service the residence premises and not licensed for road use;
4. any device or instrument, including any accessories or antennas, for the transmitting, recording, receiving or reproduction of sound which may be operated by power from the electrical system of a **motor vehicle**, or any tape, wire, record, disc or other medium for use with any such device or instrument while of this property is in or upon a **motor vehicle**;
5. aircraft and parts;
6. property of roomers, boarders and other tenants, except property of roomers and boarders related to you;
7. property carried or held as samples or for sale or for delivery after sale;
8. **business property** away from your residence premises and property of any government or subdivision thereof;
9. property contained in a residence regularly rented or held for rental to others by you; and
10. with respect to replacement cost coverage; antiques, fine arts, paintings, statuary and similar objects which by their inherent nature cannot be replaced with new articles. Also excluded are items whose age and origin contribute substantially to their value including but not limited to memorabilia, souvenirs, and collections, i.e. stamps, coins, etc.;
11. property grown for business purposes

Additional Coverages

Additional coverages for loss of use

The total limit of liability for all the following coverages under Loss of Use shall be 20% of the amount shown in the Coverage Summary under household goods and personal belongings. This coverage is in excess of the amount shown for household goods and personal belongings in the Coverage Summary.

Additional living expense

If a loss covered under this Section makes the **residence premises** uninhabitable, we cover any necessary increase in living expense incurred by you so that your household can maintain its normal standard of living. Payment shall be for the shortest time required to repair or replace the premises or, if you permanently relocated, the shortest time required for your household to settle elsewhere. This period of time is not limited by expiration of this policy. Coverage is limited to \$1,000.

Prohibited use

If a civil authority prohibits you from use of the **residence premises** as a result of direct damage to neighboring premises by a Peril Insured Against in this policy, we cover any resulting additional living expense and fair rental value loss for a period not exceeding two weeks during which use is prohibited.

Supplementary Coverages

Debris removal

We will pay the reasonable expense incurred by you in the removal of debris of covered property provided coverage is afforded for the peril causing the loss. Debris removal expense is included in the limit of liability applying to the damaged property. When the amount payable for the actual damage to the property plus the expense for debris removal exceeds the limit of liability for the damage property, an additional 5% of that limit of liability will be available to cover debris removal expense.

Reasonable repairs

We will pay the reasonable cost incurred by you for necessary repair made solely to protect property from further damage provided coverage is afforded for the peril causing the loss. This coverage does not increase the limit of liability applying to the property being repaired.

Trees, shrubs and other plants

We cover trees, shrubs, plants and lawns, on the **residence premises**, for loss caused by the following Perils Insured Against: Fire or Lightning, Explosion, Riot or Civil Commotion, Aircraft, Vehicles not owned or operated by a resident of the **residence premises** Vandalism or Theft. The limit of liability for this coverage shall not exceed 10% of the limit of liability that applies to household goods and personal belongings for all trees, shrubs, plants and lawn and not more than USD 500 for any one tree, shrub or plant. We do not cover property grown for **business** purposes.

Fire department service charge

We will pay up to USD 500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a peril insured against. No deductible applies to this coverage.

Property removal

Covered property while being removed from a premises endangered by a peril insured against and not removed for more than 30 days, is covered for direct loss from any cause. This coverage does not change the limit of liability applying to the property being removed.

Credit card, forgery and counterfeit money

We will pay up to USD 500 for:

1. the legal obligation of any **Beneficiary** to pay because of the theft or unauthorized use of a credit card issued to or registered in any **Beneficiary's** name;
2. loss to any **Beneficiary** caused by forgery or alteration of any check or negotiable instrument; and
3. loss to any **Beneficiary** through acceptance in good faith of counterfeit United States or Canadian paper currency.

Under this coverage we may make any investigation and settle any claim or suit that we decide is appropriate. Our obligation to defend any claim or suit ends when the amount we pay for the loss equals our limit of liability.

If a claim is made or a suit is brought against any **Beneficiary** for liability under the credit card coverage, we will provide a defense at our expense by counsel of our choice.

We have the option to defend at our expense any **Beneficiary** or any **Beneficiary's** bank against any suit for the enforcement of payment under the forgery coverage.

With respect to the credit card coverage, we do not cover use by a resident of your household, a person who has been entrusted with the credit card, or any person if any **Beneficiary** has not complied with all terms and conditions under which the credit card is issued. We also do not cover loss arising out of business pursuits or the dishonesty of any **Beneficiary**.

Deductible amount

With respect to loss covered under this Section we shall be liable only when such loss in each occurrence exceeds the amount of the deductible shown in the Coverage Summary and then only for the amount of such excess.

Perils insured against

We insure for all risks of direct physical loss or material damage to the property described except:

1. losses excluded under this section - Exclusions
2. freezing of a plumbing, heating or air conditioning system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing, while the **residence premises** is vacant or being constructed unless you have used reasonable care to:
 - a. maintain heat in the building; or
 - b. shut off the water supply and drain the system and appliances of water;
3. theft
 - a. This peril includes loss or damage by theft, if someone has broken into or out of the building by using force and violence or has got into the building by deception.
 - b. This peril does not include loss caused by theft:
 - (1) Committed by an "insured";
 - (2) From that part of a "residence premises" rented by an "insured" to someone other than another "insured"; or
 - (3) That occurs off the "residence premises" of:
 - (a) Trailers, semitrailers and campers;
 - (b) From an unattended vehicle (other than from a locked and concealed boot, concealed luggage compartment or closed glove compartment of a securely looked vehicle which has been broken into by using force and violence); or
 - (c) Watercraft of all types, and their furnishings, equipment and outboard engines or motors.
 - (d) Not reported to the police within 24 hours of the theft
4. wear and tear; marring; deterioration; inherent vice; latent defect; mechanical breakdown; rust; mold; wet or dry rot; contamination; smog; smoke from agricultural smudging or industrial operations; birds, vermin, rodents, insects or domestic animals. However, if any of these cause water to escape from a plumbing, heating or air-conditioning system or household appliance, we will cover loss caused by the water;
5. breakage of eyeglasses, glassware, statuary, marble, bric-a-brac, porcelain and similar fragile articles, other than **jewelry**, watches, bronzes, **cameras** and photographic lenses. There is coverage for

- breakage of this property by or resulting from fire, lightning, windstorm, hail, smoke other than smoke from agricultural smudging or industrial operations, explosion, riot, civil commotion, aircraft, vehicles, vandalism and malicious mischief, collapse of a building, earthquake, water not otherwise excluded, theft or attempted theft, or sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, air conditioning system or an appliance for heating water;
6. dampness of atmosphere or extremes of temperature unless the direct cause of loss is rain, snow, sleet or hail;
 7. refinishing, renovating or repairing of property;
 8. collision other than collision with a land vehicle, or the sinking, swamping or stranding of watercraft, including its trailer, furnishings, equipment and outboard motors;
 9. destruction, confiscation or seizure by order of any government or public authority.
-

Exclusions

We do not cover loss resulting directly or indirectly from the following causes:

1. **Ordinance or law**
Enforcement of any **ordinance or law** regulating the construction, repair, or demolition of a building or other structure;
2. **Power interruption**
The interruption of power or other utility service if the interruption takes place away from the **residence premises**. If a peril insured against ensues on the **residence premises**, we will pay only for loss caused by the ensuing peril;
3. **Neglect**
Neglect of the **Beneficiary** to use all reasonable means to save and preserve property at and after the time of a loss, or when property is endangered by a peril insured against;
4. **War**
War, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force of military personnel, destruction or seizure or use for a military purpose, and including consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental;
5. **Nuclear hazard**
Nuclear hazard, to the extent set forth in the nuclear hazard Clause of this policy; or
6. **International transit**
International transit, meaning while the household goods or personal belongings are aboard any vessel, aircraft or vehicle for the purpose of international transit or during loading or unloading therefrom; or while in storage during such transit; except such property as accompanies the Beneficiary or members of the Beneficiary's family of the same household as personal baggage. Personal baggage coverage is limited to \$1,000.

7. Intentional Loss

Intentional Loss means any loss arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss. In the event of such loss, no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss;

8. Mysterious Disappearance

Mysterious Disappearance means any loss of property due to your inability to locate an item without circumstances to support the theory that the property was stolen;

9. Power Failure

Power Failure means the failure of power or other utility service if the failure takes place off the "residence premises". But if the failure results in a loss, from a Peril Insured Against on the "residence premises", we will pay for the loss caused by that peril.;

Nuclear hazard

For the purpose of this policy section, **nuclear hazard** means: any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these occurrences. Coverage under Personal Property does not apply to loss caused directly or indirectly by **nuclear hazard**, except that direct loss by fire resulting from **nuclear hazard** shall be considered loss caused by fire.

General Conditions

Insurable Interest

If more than one person has an insurable interest in the property covered, we shall not be liable to the **Beneficiary**, for an amount greater than the **Beneficiary's** interest, nor shall we be liable for more than the applicable limit of liability.

Your duties after a loss

In case of loss to which this insurance may apply, you shall:

1. For any theft claim, notify the policy within 24 hours of the theft; give immediate notice to us and our agent;
 - a. in the case of theft also notify the police and
 - b. in the case of credit card forgery also notify the credit card issuer;
2.
 - a. protect the property from further damage;
 - b. make reasonable and necessary repairs required to protect the property;
 - c. and keep an accurate record of repair expenditures;
3. prepare an inventory of damaged personal property showing in detail, the quantity, description, and amount of loss. (Attach to the inventory all bills, receipts and related documents that substantiate the figures in the inventory);
4. exhibit the damaged property as often as we reasonably require and submit to examination under oath;
5. submit to us, within 60 days after we request, your signed statement of loss which sets forth, to the best of your knowledge and belief;
 - a. the time and cause of loss;

- b. interest of the **Beneficiary** and all others in property involved and all encumbrances on the property;
- c. other insurance which may cover the loss;
- d. changes in title or occupancy of the property during the term of the policy;
- e. specifications of any damaged building and detailed estimates for repair of the damage;
- f. an inventory of damaged personal property;
- g. receipts for additional living expenses incurred and records supporting the fair rental value loss;
- h. evidence or affidavit supporting a claim under the credit card, forgery and counterfeit money coverage, stating the amount and cause of loss; and
- i. any additional information we reasonably request.

Loss settlement

Our responsibility at time of loss to the covered household goods and personal belongings is to repair or replace the lost or damaged property without deduction for depreciation. Our liability shall not exceed the smallest of the following amounts:

1. the total limit of liability for household goods and personal belongings as stated on the Coverage Summary;
2. the replacement cost of the damaged household goods and personal belongings at the time of loss, including if necessary, shipment charges from the country of original purchase and any applicable import taxes and tariffs; or
3. the cost to repair the damage household goods and personal belongings at time of loss.
4. At the **Beneficiary's** option, if you do not repair or replace any lost or damaged household goods or personal belongings, they will be valued on an actual cash value basis.

However, if, within 24 months of the date of the loss settlement, you give us notice of your decision to repair or replace any lost or damaged household goods or personal belongings, we will pay you the difference between their replacement cost and the actual cash value originally paid, but we will pay this difference only when household goods or personal belongings that were valued on an actual cash value basis is actually repaired or replaced.

Loss for breakage to glass caused by a peril insured against shall be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

In case of loss to a pair or set we may elect to:

1. repair or replace any part to restore the pair or set to its value before the loss, with property of comparable material used for the same purpose; or
2. pay the difference between actual cash value of the property before and after the loss.

If we give you written notice within 60 days after we receive your signed, sworn statement of loss, we may repair or replace any part of the property damaged with equivalent property.

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting for a fee regardless of any other provision of this policy.

We need not accept any property abandoned by any **Beneficiary**.

Arbitration

If you and we fail to agree on the amount of loss, either one can demand that the amount of the loss be set by appraisal. If either makes a written demand for appraisal, each shall select a competent, independent appraiser and notify the other of the appraiser's identity within 30 days of receipt of the written demand.

The two appraisers shall then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 30 days, you or we can ask a judge of a court of record in the country where the **residence premises** is located to select an umpire. The appraisers shall then set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon shall be the amount of the loss. If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by any two of these three shall set the amount of the loss. Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire shall be paid equally by you and us.

Loss payment

We will adjust all losses with you. We will pay you unless some other person is named in the policy to receive payment. Payment for loss will be made within 60 days after we reach agreement with you, entry of a final judgment, or the filing of an appraisal awarded with us.

Other insurance

If a loss covered by this policy is also covered by other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.

Suits against us

No action shall be brought unless there has been compliance with the policy provision and the action is started within one year after the occurrence causing loss or damage.

Agreement

We will provide insurance described in this policy section in return for the premium and compliance with all applicable provisions of this policy. In any country where the Insurer may be prevented by law or otherwise from carrying out this agreement, the Insurer shall pay any expenses incurred with its written consent in accordance with this agreement.

Liability

Personal Liability

If a claim is made or a suit brought against any **Beneficiary** for damages because of **bodily injury**, **personal injury**, or **property damage** to which this coverage applies, we will:

1. pay up to the limit of liability shown in the **Beneficiary** Coverage Summary for the damages for which the **Beneficiary** is legally liable; and
2. provide a defense at our expense by counsel of our choice. We may make any investigation and settle any claim or suit that we decide is appropriate. Our obligation to defend any claim or suit ends when the amount we pay for damages resulting from the occurrence equals our limit of liability.

Medical payments to others

We will pay the necessary **medical expenses** incurred or medically ascertained within three years from the date of an accident causing **bodily injury** to:

- a. a **resident employee** whilst at the **insured location** and happening during the course of their employment by any **Beneficiary**;
- b. any person (other than a **resident employee**) whilst at the **insured location** with the permission of the **Beneficiary**;
- c. any person (other than a **resident employee**) away from the **insured location**, if the **bodily injury** is caused by:
 - i. the **Beneficiary**;
 - ii. a **residence employee** in the course of their employment by any **Beneficiary**; or
 - iii. an animal owned by or in the care of any **Beneficiary**.

Medical expenses mean reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services.

Payments under this coverage are limited to a maximum of USD 50 000 per person.

Exclusions

Coverage under both the Personal Liability and the Medical Payments to Others does not apply to **bodily injury**, **personal injury** or **property damage** which:

1. is expected or intended by the **Beneficiary**;
2. arises out of an illness, sickness or disease transmitted intentionally or unintentionally by a covered person to anyone, or any consequence resulting from that illness, sickness or disease.

3. arises out of **business** pursuits of any **Beneficiary** or the rental or holding for rental of any part of any premises by any **Beneficiary**; provided, however that this exclusion (3) shall not apply to (a) activities which are ordinarily incident to non-**business** pursuits, or (b) the rental or holding for rental of a residence of yours: (i) on an occasional basis for the exclusive use as a residence, (ii) in part, unless intended for use as a residence by more than two roomers or boarders, or (iii) in part, as an office, school, studio or private garage;
4. arises out of the rendering or failing to render professional services;
5. arises out of any premises owned or rented to any **Beneficiary** which is not an **insured location**;
6. arises out of the ownership, maintenance, use, loading or unloading of:
 - a. an aircraft;
 - b. a **motor vehicle** owned or operated by, or rented or loaned to any **Beneficiary**; or
 - c. a **watercraft**:
 - i. owned by or rented to any **Beneficiary** if the **watercraft** has inboard or inboard-outdrive motor power of more than 50 horsepower or is a sailing vessel, with or without auxiliary power, 26 feet or more in overall length; or
 - ii. powered by one or more outboard motors with more than 25 total horsepower, owned by any **Beneficiary** at the inception of this policy. If you report in writing to us within 60 days after acquisition, an intention to insure any outboard motors acquired prior to the policy period, coverage will apply;
7. is caused directly or indirectly by **war**, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental. Exclusion 6(c) does not apply while the **watercraft** is stored and Exclusions 5 and 6 do not apply to **bodily injury** to any **residence employee** arising out of and in the course of the **residence employee's** employment by any **Beneficiary**.

Coverage under personal liability

Coverage applies to:

Liability assumed under any written contract or agreement, for a residence rented, or lease agreement that is mandated by local law or statute including:

Neighbors and tenants liability

means the property damage you become legally obligated to pay by reason of liability imposed by the articles of the Napoleonic code or similar civil or commercial codes because of:

1. damage for which you are liable as a tenant;
2. damage for which you are liable when the consequences of such damage spread from your premises to the premises of neighbors and co-tenants; or
3. damage for which you are liable, as landlord, as a result of construction defects or lack of maintenance.

Coverage does not apply to:

1. liability assumed under any written contract or agreement by contract or agreement in connection with any **business** of the **Beneficiary**;
2. **property damage** to property owned by the **Beneficiary**;
3. **bodily injury** to any person eligible to receive any benefits required to be provided or voluntarily provided by the **Beneficiary** under any worker's or workmen's compensation, non-occupational disability, or occupational disease law; or
4. **bodily injury, personal injury or property damage** for which any **Beneficiary** under this policy is also a **Beneficiary** under a nuclear energy liability policy or would be a **Beneficiary** but for its

termination upon exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors. Also any other nuclear energy liability policy issued by any foreign government or foreign jurisdiction.

Coverage under medical payments to others

Coverage does not apply to:

1. a **residence employee** if it occurs off the **insured location** and does not arise out of or in the course of **residence employee's** employment by any **Beneficiary**;
2. any person, eligible to receive any benefits required to be provided or voluntarily provided under any worker's or workmen's compensation, non-occupational disability or occupational disease law;
3. any nuclear reaction, radiation or radioactive contamination all whether controlled or uncontrolled or however caused, or any consequence of any of these.

Additional Coverages

We cover claim expenses, first aid expenses and damage to property of others in addition to our limits of liability.

With respect to claim expenses, we pay:

1. expenses incurred by us and costs taxed against any **Beneficiary** in any suit we defend;
2. premiums on bonds required in a suit defended by us, but not for bond amounts greater than the limit of liability for personal liability although are not obligated to apply for or furnish any bond;
3. reasonable expenses incurred by any **Beneficiary** at our request, including actual loss of earnings (but not loss of other income) up to USD 100 per day for assisting us in the investigation or defense of any claim or suit; and
4. interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

With respect to first aid expenses, we will pay expenses for first aid to others incurred by any **Beneficiary** for **bodily injury** covered under this policy. We will not pay for first aid to you or any other **Beneficiary**.

With respect to damage to property of others, we will pay up to USD 500 per occurrence for **property damage** to property of others caused by any **Beneficiary**.

We will not pay for **property damage**:

1. to property insured under Personal Property or any similar type of coverage;
2. caused intentionally by any **Beneficiary** who is 18 years of age or older;
3. to property owned by or rented to any **Beneficiary**, a tenant of any **Beneficiary**, or a resident in your household; or
4. arising out of:
 - a. **business**,
 - b. any act or omission in connection with a premises owned, rented or controlled by a **Beneficiary**, other than the **insured location**, or
 - c. the ownership, maintenance, or use of a **motor vehicle**, aircraft or **watercraft**.

General Conditions

Limit of Liability

Regardless of the number of **Beneficiaries**, claims made or persons injured, our total liability under personal liability stated in this policy for all damages resulting from any one occurrence shall not exceed the limit of liability for such coverage as stated in the **Beneficiary** Coverage Summary. All **bodily injury**, **personal injury**, and **property damage** resulting from any one accident or from continuous or repeated exposure to substantially the same general conditions shall be considered to be the result of one occurrence.

Medical payments for others

Our total liability under medical payments to others for all medical expense payable for **bodily injury** to all persons as the result of one accident shall not exceed the limit of liability for Personal Liability as stated in the Coverage Summary.

This insurance applies separately to each **Beneficiary**. This condition shall not increase our limit of liability for any one occurrence.

Beneficiary's duties after loss

In case of an accident or occurrence, the **Beneficiary** shall perform the following duties and cooperate with us in seeing that these duties are performed:

1. give written notice to us or our agent as soon as practicable, which sets forth:
 - a. the identify of the policy and **Beneficiary**;
 - b. reasonably available information on the time, place and circumstances of the accident or occurrence; and
 - c. names and addresses of any claimants and available witnesses;
2. forward to us every notice, demand, summons or other process relating to the accident or occurrence;
3. at our request, assist in:
 - a. making settlement;
 - b. the enforcement of any right of contribution or indemnity against any person or organization who may be liable to any **Beneficiary**;
 - c. the conduct of suits and attend hearings and trails;
 - d. securing and giving evidence and obtaining the attendance of witnesses;
4. under the coverage - damage to the property of others - submit to us within 60 days after the loss, a sworn statement of loss and exhibit the damaged property, if within the **Beneficiary's** control;
5. the **Beneficiary** shall not, except at the **Beneficiary's** own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of the **bodily injury**.

Duties of an injured person

The injured person or someone acting on behalf of the injured person seeking medical payments coverage shall:

1. give us written proof of claim, under oath if required, as soon as practicable;
2. execute authorization to allow us to obtain copies of medical reports and records; and
3. the injured person shall submit to physical examination by a physician selected by us when and as often as we reasonably require.

Payment of claim

Payment under the medical payments to others is not an admission of liability by a **Beneficiary** or by us.

Suits against us

No action shall be brought against us unless there has been compliance with the policy provisions.

No one shall have any right to join us as a part to any action against any **Beneficiary**. Further, no action with respect to personal liability shall be brought against us until the obligation of the **Beneficiary** has been determined by final judgment or agreement signed by us.

Bankruptcy of any Beneficiary

Bankruptcy or insolvency of any **Beneficiary** shall not relieve us of any of our obligations under this policy.

Other insurance

Our personal liability insurance is excess over any other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

Agreement

These General Conditions apply to all policy coverages.

1. **Policy Period and Territory.** The policy period is shown on the Coverage Summary. These policy sections apply only to loss which occurs during the policy period. Where legally permissible for us to make payment, the policy covers the **Beneficiary** worldwide.
2. **Concealment or Fraud.** If the **Beneficiary**, or anyone acting for the **Beneficiary**, makes a fraudulent claim, (for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device), We:
 - a. will not be liable to pay the claim; and
 - b. may recover from the **Beneficiary** any sums paid by Us to the **Beneficiary** in respect of the claim; and
 - c. may by notice to you treat the policy of the **Beneficiary** as having been terminated with effect from the time of the fraudulent act.

If We exercise Our right under c above:

- i. We shall not be liable to the **Beneficiary** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to Our liability under this Policy (such as the occurrence of a loss, the making of a Claim, or the notification of a potential Claim); and
 - ii. We need not return any of the premium paid.
3. **Liberalization Clause.** If we adopt any revision which would broaden the coverage under any policy section without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to the affected policy section.
4. **Waiver or Change of Policy Provisions.** A waiver or change of any provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination shall not waive any of our rights.
5. **Non-Renewal.** We may elect not to renew this policy. We may do so by delivering, or mailing to the mailing address shown in the Coverage Summary, written notice at least 30 days before the expiration date of this policy. Proof of mailing shall be sufficient proof of notice.

6. Cancellation

- a. The **Beneficiary** or the **Named Insured** may cancel this policy at any time by returning it to us or by notifying us in writing of the date cancellation is to take effect. We will refund a pro rata return premium for any unearned premium paid after one full year of coverage. If cancellation is requested, any return premium, for coverage less than one year, will be based on our short rate table.
- b. We may cancel this policy by notifying in writing the **Beneficiary** or the **Named Insured**, at our election, of the date cancellation takes effect. If we elect to notify the **Named Insured**, the **Named Insured** must notify the **Beneficiary**. This cancellation notice may be delivered or

mailed to the mailing address shown on the Coverage Summary. Proof of mailing shall be sufficient proof of notice.

1. When the Beneficiary or the Named Insured has not paid the premium, whether payable to us or to our agent or under any finance or credit plan, we may cancel at any time by giving notice at least 10 days before the date cancellation takes effect.
 2. If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy, we may cancel by giving notice at least 30 days before the date cancellation take effect.
 - c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded. When we cancel, the return premium will be pro rata.
 - d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.
7. **Termination.** A **Beneficiary's** coverage under this policy will terminate automatically without the requirement of notice in the event of (1) loss of expatriate status; or (2) retiring from or stopping work; or (3) a change in the Beneficiary's employer. In all cases of termination of the policy during an insurance period, the portion of the premium relating to the period after termination of the policy shall be repaid by us to the Beneficiary or Named Insured if it was collected in advance.
8. **Assignment.** Assignment of this policy shall not be valid unless we have given our written consent.
9. **Subrogation.** Any **Beneficiary** may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.
- If an assignment is sought, any Beneficiary shall sign and deliver all related papers and cooperate with us in any reasonable manner.
- Subrogation does not apply to Medical Payments to Others or Damage to Property of Others.
10. **Death.** If the Beneficiary shown in the Coverage Summary or their spouse, if a resident of the same household, dies:
- a. we insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death;
 - b. Beneficiary includes:
 1. any member of your household who is a Beneficiary at the time of your death, but only while a resident of the resident premises; and
 2. with respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

FORMS ATTACHED

Lloyd's Clauses

- Lloyd's Privacy Policy Statement LSW 1135B
- Sanction Limitation and Exclusion Clause LMA3100
- Microorganism Exclusion Absolute LMA5018
- War and Terrorism Exclusion Clause NMA 2918
- Several Liability Notice LSW1001 INS
- Radioactive Contamination exclusion Clause LMA 5198
- Seepage & Pollution, Land, Air Water Exclusion & Debris Removal Endorsement NMA2340
- Electronic Date Recognition Exclusion (EDRE) NMA 2802
- Property Cyber & Data Exclusion LMA 5401
- Biological or Chemical Materials Exclusion NMA2962
- Service of Suit Clause (U.S.A.) LMA 5020
- Applicable Law LMA 5021
- USA Policyholders Complaints Handling Procedures Clause LMA5268
- 30 days Cancellation Clause NMA1331
- Short Rate Cancellation Table
- Communicable Disease Endorsement LMA 5393



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

14/09/2005

SANCTION LIMITATION AND EXCLUSION CLAUSE

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

LMA3100
15 September 2010

MICROORGANISM EXCLUSION (Absolute)

This Policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.

LMA5018
14/09/2005

WAR AND TERRORISM EXCLUSION ENDORSEMENT

If "Political Risk Coverage" is elected and identified on the Declaration or Coverage Summary page, this Endorsement is not applicable.

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.

NMA2918
08/10/2001

SEVERAL LIABILITY NOTICE

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

08/94
LSW1001 (Insurance)

Radioactive Contamination Exclusion Clause

1. Notwithstanding any provision to the contrary within this reinsurance agreement or any endorsement thereto, this reinsurance agreement excludes any loss, liability, cost or expense, or any other amount incurred by or accruing to the reinsured, whether as insurer or reinsurer, 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:
 - 1.1. irradiation or contamination by Nuclear Material; or
 - 1.2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - 1.3. any device or weapon employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.

Definitions

2. Nuclear Material means:
 - 2.1. Nuclear Fuel; or
 - 2.2. where the United States Atomic Energy Act of 1954 as amended applies:
 - 2.2.1. special nuclear material; or
 - 2.2.2. source material; or
 - 2.2.3. by-product material;



-
- 2.2.4. as defined in the Atomic Energy Act of 1954 as amended; or
 - 2.3. where the Canadian Nuclear Liability Act R.S.C., 1985, c. N-28 or any law amendatory thereof applies:
 - 2.3.1. any material, other than thorium or natural or depleted uranium uncontaminated by significant quantities of fission products, that is capable of releasing energy by a self-sustaining chain process of nuclear fission;
 - 2.3.2. radioactive material produced in the production or utilization of material referred to in paragraph 2.3.1; and
 - 2.3.3. material made radioactive by exposure to radiation consequential on or incidental to the production or utilization of material referred to in paragraph 2.3.1; or
 - 2.4. in respect of any territory where the United States Atomic Energy Act of 1954 as amended and the Canadian Nuclear Liability Act R.S.C., 1985, c. N-28 or any law amendatory thereof do not apply, any other radioactive material (including but not limited to radioactive products and waste).
 - 3. Nuclear Fuel means any material, other than natural uranium or depleted uranium, capable of releasing nuclear energy by nuclear fission or otherwise, either alone or in conjunction with any other material.

LMA5198
27 September 2012

SEEPAGE & POLLUTION, LAND, AIR WATER EXCLUSION & DEBRIS REMOVAL ENDORSEMENT

LAND, WATER AND AIR EXCLUSION

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure land (including but not limited to land on which the insured property is located), water or air, howsoever and wherever occurring, or any interest or right therein.

SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure:

- (a) any loss, damage, cost or expense, or
- (b) any increase in insured loss, damage, cost or expense, or
- (c) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term "any kind of seepage or any kind of pollution and/or contamination" as used in this Endorsement includes (but is not limited to):

- (a) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a "hazardous substance" by the United States Environmental Protection Agency or as a "hazardous material" by the United States Department of Transportation, or defined as a "toxic substance" by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- (b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

DEBRIS REMOVAL ENDORSEMENT

THIS ENDORSEMENT CONTAINS PROVISIONS WHICH MAY LIMIT OR PREVENT RECOVERY UNDER THIS POLICY FOR LOSS WHERE COSTS OR EXPENSES FOR DEBRIS REMOVAL ARE INCURRED.

Nothing contained in this Endorsement shall override any Seepage and/or Pollution and/or Contamination Exclusion or any Radioactive Contamination Exclusion or any other Exclusion applicable to this Policy.

Any provision within this Policy (or within any other Endorsement which forms part of this Policy) which insures debris removal is cancelled and replaced by the following:

1. In the event of direct physical damage to or destruction of property, for which Underwriters hereon agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay (hereinafter referred to as "Damage or Destruction"), this Policy also insures, within the Sum Insured, subject to the limitations and method of calculation below, and to all the other terms and conditions of the Policy, costs or expenses;
 - (a) which are reasonably and necessarily incurred by the Assured in the removal, from the premises of the Assured at which the Damage or Destruction occurred, of debris which results from the Damage or Destruction; and
 - (b) of which the Assured becomes aware and advises the amount thereof to Underwriters hereon within one year of the commencement of such Damage or Destruction.
2. In calculating the amount, if any, payable under this Policy for loss where costs or expenses for removal of debris are incurred by the Assured (subject to the limitations in paragraph 1 above):
 - (a) the maximum amount of such costs or expenses that can be included in the method of calculation set out in (b) below shall be the greater of USD \$25,000 (twenty-five thousand dollars) or 10% (ten percent) of the amount of the Damage or Destruction from which such costs or expenses result; and
 - (b) the amount of such costs or expenses as limited in (a) above shall be added to:
 - (i) the amount of the Damage or Destruction; and
 - (ii) all other amounts of loss, which arise as a result of the same occurrence, and for which Underwriters hereon also agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay; and



the resulting sum shall be the amount to which any deductible or underlying amount to which this Policy is subject and the limit (or applicable sub-limit) of this Policy, shall be applied.

NMA2340
24/11/1988

ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)

This policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not; or
- b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

EDRE
NMA2802
17/12/1997

PROPERTY CYBER AND DATA EXCLUSION

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1 Cyber Loss;
 - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

- 4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any 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.
- 5 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.
- 6 Cyber Incident means:
 - 6.1 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
 - 6.2 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.
- 7 Computer System means:
 - 7.1 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.
- 8 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

LMA5401
11 November 2019

BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION

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 the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

NMA2962
06/02/2003



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, U.S.A

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

APPLICABLE LAW (U.S.A.)

This Insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause (U.S.A.)

LMA5021

USA POLICYHOLDERS COMPLAINTS HANDLING PROCEDURES CLAUSE
(NO AUTHORITY TO HANDLE COMPLAINTS)

1. Other than as set out in the sections below, the Coverholder does not have authority to handle complaints against Underwriters.
2. The Coverholder shall, in accordance with section 3, send to the Underwriters details of all complaints received by the Coverholder together with all documents relevant to the complaint. For these purposes, a complaint means any written communication where there is an expression of dissatisfaction with an insurance product or service. Complaints may be received directly from a complainant ("Direct Complaints") or through a state Department of Insurance (or equivalent agency) ("DOI Complaints").
3. The details and relevant documents referred to in section 2 shall be sent to the Underwriters no later than the end of the next business day after the day that the complaint is received.
4. Thereafter, the Coverholder shall continue to provide promptly to the Underwriters any further details or documents received relevant to the complaint.
5. The Coverholder shall maintain a register of all complaints received and shall provide a copy of the same to the Underwriters upon request.

LMA5268

08 September 2016

30 DAY CANCELLATION CLAUSE

NOTWITHSTANDING anything contained in this Insurance to the contrary this Insurance may be cancelled by the Assured at any time by written notice or by surrendering of this contract of insurance. This Insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Assured or by mailing to the Assured, by registered, certified or other first class mail, at the Assured's address as shown in this Insurance, written notice stating when, not less than 30 days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

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

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

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

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

NMA 1331
20/04/1961



SHORT RATE CANCELLATION TABLE

Short Rate Cancellation. If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

Short Rate Cancellation Table For Term of One Year.

Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium
1	5%	66 - 69	29%	154 - 156	53%	256 - 260	77%
2	6	70 - 73	30	157 - 160	54	261 - 264	78
3 - 4	7	74 - 76	31	161 - 164	55	265 - 269	79
5 - 6	8	77 - 80	32	165 - 167	56	270 - 273 (9 mos)	80
7 - 8	9	81 - 83	33	168 - 171	57	274 - 278	81
9 - 10	10	84 - 87	34	172 - 175	58	279 - 282	82
11 - 12	11	88 - 91 (3 mos)	35	176 - 178	59	283 - 287	83
13 - 14	12	92 - 94	36	179 - 182 (6 mos)	60	288 - 291	84
15 - 16	13	95 - 98	37	183 - 187	61	292 - 296	85
17 - 18	14	99 - 102	38	188 - 191	62	297 - 301	86
19 - 20	15	103 - 105	39	192 - 196	63	302 - 305 (10 mos)	87
21 - 22	16	106 - 109	40	197 - 200	64	306 - 310	88
23 - 25	17	110 - 113	41	201 - 205	65	311 - 314	89
26 - 29	18	114 - 116	42	206 - 209	66	315 - 319	90
30 - 32 (1 mos)	19	117 - 120	43	210 - 214 (7 mos)	67	320 - 323	91
33 - 36	20	121 - 124 (4 mos)	44	215 - 218	68	324 - 328	92
37 - 40	21	125 - 127	45	219 - 223	69	329 - 332	93
41 - 43	22	128 - 131	46	224 - 228	70	333 - 337 (11 mos)	94
44 - 47	23	132 - 135	47	229 - 232	71	338 - 342	95
48 - 51	24	136 - 138	48	233 - 237	72	343 - 346	96
52 - 54	25	139 - 142	49	238 - 241	73	347 - 351	97
55 - 58	26	143 - 146	50	242 - 246 (8 mos)	74	352 - 355	98
59 - 62 (2 mos)	27	147 - 149	51	247 - 250	75	356 - 360	99
63 - 65	28	150 - 153 (5 mos)	52	251 - 255	76	361 - 365 (12 mos)	100

Rules applicable to insurance with terms less than or more than one year:

-
- A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.
 - B. If insurance has been in force for more than one year:
 1. Determine full annual premium as for insurance written for a term of one year.
 2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was written.
 3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

COMMUNICABLE DISEASE ENDORSEMENT (For use on Property policies)

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1. for a Communicable Disease, or
 - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

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

LMA5393

25 March 2020