

NETWORK

A D J U S T E R S , I N C

• CLAIMS ADMINISTRATORS • ADJUSTERS • INVESTIGATORS

850 Fulton Street, PO Box 9035, Farmingdale, NY 11735 (800) 486-2524

CLAIM CALL CENTER
8055 E. Tufts Ave, Suite 600
Denver, CO 80237

877-533-1211

Natalie Wilsenach – Ext 662
Reyleen Wood – Ext 699
J. Mayer – Ext 664

Karen Zapata – Ext. 326
Subrogation Supervisor

TO REPORT A NEW CLAIM OR LOSS

- **FAX** **720-529-9345**

- **PHONE** **877 533 1211 Option 5**
 24 Hour Call Center

- **E-MAIL** **networknewloss@networkadjusters.com**

**HDI Global Specialty SE
Podbielskistraße 396
30659 Hannover
Germany**

COMMERCIAL FOLLOW FORM EXCESS LIABILITY DECLARATIONS

POLICY NUMBER: IU35X000003-01	POLICY PERIOD: From 3/1/2021 to 3/1/2022
RENEWAL OF POLICY NUMBER: IU35X00003-00	at 12:01 a.m. Standard Time at the Mailing Address below
NAMED INSURED AND MAILING ADDRESS: Maricopa County 234 Central #530 Phoenix, AZ 85004	PROGRAM ADMINISTRATOR'S NAME AND ADDRESS: Allied Public Risk LLC 311 South Wacker Drive Suite 3390 Chicago, IL 60606
PRODUCER'S NAME AND ADDRESS: Risk Placement Services, Insurance Brokers 5670 Wilshire Boulevard Suite 1200 Los Angeles, CA 90036	

BUSINESS DESCRIPTION: County

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE TO PROVIDE YOU WITH THE INSURANCE AS STATED IN THIS POLICY.

Excess Policy – Limits Of Insurance	
Each Occurrence Limit	\$ 8,000,000
Aggregate Limit	\$ 8,000,000

Excess Policy – Premium	
Premium	\$ 588,994
TRIA Premium	\$ 0
TOTAL PREMIUM	\$ 588,994
Surplus Lines Taxes & Fees	\$ N/A
Stamping Fee	\$ N/A
Policy Fee	\$ N/A
TOTAL	\$ 588,994
Minimum Earned Premium	\$

Endorsements Attached To The Excess Policy
See "Forms and Endorsements Schedule".

Schedule Of Controlling Underlying Insurance	
Controlling Underlying Insurance	
General Liability	Company: Vantapro Specialty Insurance Company
	Policy Number: 5155-0014-01
	Policy Period: 03/01/2021-03/01/2022
	Limits of Insurance:
	Each Occurrence Limit: \$7,000,000 Each Employee Limit: \$7,000,000 General Aggregate: \$9,000,000 Products-Completed Operations Hazard Aggregate Limit: \$9,000,000 Self-Insured Retention: \$5,000,000
Law Enforcement Liability	Company: Vantapro Specialty Insurance Company
	Policy Number: 5155-0014-01
	Policy Period: 03/01/2021-03/01/2022
	Limits of Insurance:
	Each Law Enforcement Wrongful Act Limit: \$7,000,000 Aggregate Limit: \$9,000,000 Self-Insured Retention: \$5,000,000
Public Officials Liability	Company: Vantapro Specialty Insurance Company
	Policy Number: 5155-0014-01
	Policy Period: 03/01/2021-03/01/2022
	Retroactive Date: N/A
	Limits of Insurance:
Each Public Officials Wrongful Act Limit: \$7,000,000 Aggregate Limit: \$9,000,000 Self-Insured Retention: \$5,000,000	
Employment Practices Liability	Company: Vantapro Specialty Insurance Company
	Policy Number: 5155-0014-01
	Policy Period: 03/01/2021-03/01/2022
	Retroactive Date: N/A
	Limits of Insurance:
Each Employment Practices Wrongful Act Limit: \$7,000,000 Aggregate Limit: \$9,000,000 Self-Insured Retention: \$5,000,000	
Automobile Liability	Company: Vantapro Specialty Insurance Company
	Policy Number: 5155-0014-01
	Policy Period: 03/01/2021-03/01/2022

	<p>Limits of Insurance:</p> <p>Each Accident Limit: \$7,000,000</p> <p>Aggregate Limit: N/A</p> <p>Self-Insured Retention: \$5,000,000</p>
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FORMS AND ENDORSEMENTS SCHEDULE

Policy No. IU35X000003-01

Effective Date: 3/1/2021
12:01 A.M., Standard Time

Named Insured: Maricopa County

Producer: Risk Placement Services,
Insurance Brokers

Producer Code: 270006

<u>Form Number</u>	<u>Edition Date</u>	<u>Title</u>
SL CX SU 4000	(02 21)	COMMERCIAL FOLLOW FORM EXCESS LIABILITY DECLARATIONS
CLAIM REPORTING		NETWORK ADJUSTERS CLAIM NOTICE
Forms List		FORMS AND ENDORSEMENTS SCHEDULE
SL CX AM 4001	(07 19)	COMMERCIAL EXCESS LIABILITY POLICY
SL CX AM 4022	(07 19)	EXCESS COVERAGE LIMITATION ENDORSEMENT
SL CX EX 4013	(07 19)	EXCLUSION – CROSS SUITS (NAMED INSURED)
SL CX EX 4016	(07 19)	EXCLUSION – UNMANNED AIRCRAFT
SL CX EX 4033	(07 19)	EXCLUSION – COMMUNICABLE DISEASE
SL CX EX 4036	(07 19)	EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES
IL P 001 01 04		U.S. "OFAC" ADVISORY NOTICE TO POLICYHOLDERS
SL CX EX 4012	(07 19)	EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY
IICH 2019 (SLEX)		SANCTION AND LIMITATION EXCLUSION CLAUSE
IICH SOS 1000 CW	(03 20)	SERVICE OF SUIT - COUNTRYWIDE
IICH PP 3000	(01 19)	PRIVACY POLICY
IL 3018 IICH	(01 21)	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

COMMERCIAL EXCESS LIABILITY POLICY

Various provisions in this Policy restrict coverage. Read the entire Policy and any underlying insurance carefully to determine rights, duties and what is covered and not covered.

Throughout this Policy the words “you” and “your” refer to the Named Insured shown in the Declarations and any other person or organization qualifying as an Insured under the **underlying insurance**. The words “we” and “us” refer to the Company shown in the Declarations. Other words and phrases that appear in quotation marks have special meanings. Refer to Definitions (SECTION V).

SECTION I – EXCESS LIABILITY INSURANCE

1. Insuring Agreement

- a. We will pay those sums in excess of the Limits shown in the Declarations, Schedule of Controlling Underlying Insurance, that you become legally obligated to pay as damages because of injury to which this insurance applies, provided that the **underlying insurance** also applies, or would apply but for the exhaustion of its applicable Limits of Insurance.
- b. This insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the **underlying insurance**, except:
 - (1) We will have no obligation under this insurance with respect to any claim or suit that is settled without our consent; and
 - (2) Any provisions to the contrary contained in this insurance.
- c. The amount we will pay for damages shall not exceed the Limits of Insurance stated in Excess Policy – Limits Of Insurance of the Declarations.
- d. We will have the right to participate in the defense of claims or suits against you seeking damages to which this insurance applies, provided that the **underlying insurance** also applies. We will have a duty to defend such claims or suits when the applicable Limit of Insurance of the **underlying insurance** has been exhausted by payment of judgments, settlements and any cost or expense subject to such limit. We may, at our discretion, investigate and settle any claim or suit. Our right and duty to defend end when the applicable limit shown in the Declarations has been used up by our payment of judgments or settlements.

SECTION II – EXCLUSIONS

The exclusions applicable to the **underlying insurance** also apply to this insurance.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or suits brought, proceedings instituted, or number of vehicles involved;
 - c. Persons or organizations making claims, bringing suits or instituting proceedings; or
 - d. Limits available under any **underlying insurance**.
2. The Limits of Insurance of this Policy will apply as follows:
 - a. This insurance only applies in excess of the **underlying insurance**.
 - b. The Aggregate Limit is the most we will pay for the sum of all damages covered under this Policy. However, this Aggregate Limit only applies to damages that are subject to an aggregate limit of insurance under the **underlying insurance**.
 - c. Subject to Paragraph 2.b. above, the Each Occurrence Limit is the most we will pay for the sum

of all damages arising out of any one **event**.

- d. If the Limits of Insurance of the **underlying insurance** are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.
- e. If any **event** covered under this Policy is also covered in whole, or in part, under any other policy issued to you by us, then the combined maximum Limit under all of the policies shall not exceed the amount stated in the Declaration of the policy with the highest Each Occurrence Limit.

The Aggregate Limit of this Policy applies separately to each consecutive annual period of this Policy and to any remaining period of this Coverage Part of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – CONDITIONS

If any of the following conditions are contrary to conditions contained in the **underlying insurance** the provisions contained in this Policy apply.

1. Appeals

In the event the underlying Insurer(s) elects not to appeal a judgment in excess of the Limits of the **underlying insurance**, we may elect to make such an appeal. If we so elect, we shall be liable, in addition to the applicable Limits of Insurance, for all defense expenses we incur.

2. Maintenance of Underlying Insurance

- a. You agree to maintain the **underlying insurance** in full force and effect during the term of this Policy, and to inform us within 30 days of any replacement or material change of that **underlying insurance** by the same or another company. If you do not maintain the **underlying insurance** in full force and effect or fail to meet all conditions and warranties of such **underlying insurance**, this Policy shall apply as if those policies were available and collectible.
- b. Reduction or exhaustion of the aggregate limit of any **underlying insurance** by payments for judgments, settlements or any costs or expenses subject to that limit, will not be a failure to maintain **underlying insurance** in full force and effect.
- c. No statement contained in this condition limits our right to cancel or not renew this Policy.
- d. If during the Policy Period of this Policy, the terms, conditions or exclusions of the **underlying insurance** are changed in any manner from those in effect on the Inception Date of this Policy, the Insured shall give immediate written notice of the full particulars thereof to the Insurer; such changes will be binding upon the Insurer absent objection by the Insurer within (10) calendar days.

For purposes of this Policy, if any **underlying insurance** is not available or collectible because of:

- a. The bankruptcy or insolvency of the underlying Insurer(s) providing such **underlying insurance**;
or
- b. The inability or failure for any other reason of such underlying Insurer(s) to comply with any of the obligations of its policy,

then this Policy shall apply (and amounts payable hereunder shall be determined) as if such **underlying insurance** were available and collectible.

3. Other Insurance

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis.

However, this provision will not apply if:

- a. The other insurance is written specifically to be excess over this insurance; or
- b. You have agreed in a written contract or agreement that the relevant policies shown in the Schedule of Controlling Underlying Insurance and subsequently this policy will apply before any other valid and collectible insurance.

4. **Cancellation**

- a. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering advance written notice of cancellation to us.
- b. We may cancel this Policy by mailing or delivering written notice of cancellation to the first Named Insured in accordance with the cancellation provisions of the **underlying insurance**.
- c. We will mail or deliver our notice to the Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The Policy will end on that date.
- e. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

5. **Policy Period**

This insurance will respond to injury or damage arising out of an **event** which takes place during the Policy Period shown in the Declarations.

6. **Duties In The Event Of An Event, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an **event**, regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:
 - (1) How, when and where the **event** took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the **event**.
- b. Without limiting the requirements of 6.a. above, the Named Insured shall separately, and as soon as practicable, give written notice to the Insurer when a payment is made or reserve established for any occurrence, offense, claim or suit which has brought the total of all payments and reserves by the Insured or underlying Insurers to a level of 50% of the **underlying insurance** or involves any of the following:
 - (1) Amputations;
 - (2) Blindness;
 - (3) Brain injury;
 - (4) Burns, second or third degree burns over 30% of the body;
 - (5) Class action lawsuits;
 - (6) Disability;
 - (7) Disfigurement;
 - (8) Fatalities;
 - (9) Hearing impairment;
 - (10) Loss of limb;
 - (11) Loss of work time of six months or greater;

- (12) Sexual misconduct of any type;
 - (13) Paralysis;
 - (14) Spinal cord injuries;
 - (15) Terrorism or suspected terrorism.
- c. You and any other Insured involved must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.
- d. No Insured will, except at that Insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

SECTION V – DEFINITIONS

1. **Event** means an accident, offense, occurrence, wrongful act or other loss-causing event, defined by and to which the **underlying insurance** applies.
2. **Underlying insurance** means the policies or self-insurance listed in the Schedule of Controlling Underlying Insurance. All **underlying insurance** shall be maintained by you in accordance with Condition 2. of this Policy.

This Endorsement Changes The Policy. Please Read It Carefully.

EXCESS COVERAGE LIMITATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

This insurance shall not apply to any liability (including defense expense) arising out of an **event** which is excluded by:

1. Any policy shown in the Schedule of Controlling Underlying Insurance, or
2. Any policy which also applies immediately excess of the limits shown in the Schedule of Controlling Underlying Insurance.

All other terms and conditions of this Policy remain unchanged.

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION – CROSS SUITS (NAMED INSURED)

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

This insurance does not apply to any liability initiated, alleged or caused to be brought about by a Named Insured covered under this Policy against any other Named Insured covered under this Policy.

All other terms and conditions of this Policy remain unchanged.

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

This insurance does not apply to any liability arising out of the ownership, maintenance, use or entrustment to others of any **unmanned aircraft**.

This exclusion applies even if the claims against any Insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured.

SECTION V – DEFINITIONS is amended to include the following:

1. **Unmanned aircraft** means an aircraft that is not:
 - a. Designed;
 - b. Manufactured; or
 - c. Modified after manufacture;to be controlled directly by a person from within or on the aircraft.

All other terms and conditions of this Policy remain unchanged.

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION – COMMUNICABLE DISEASE

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

SECTION II – EXCLUSIONS is amended to include the following:

Communicable Disease

This insurance does not apply to any liability arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any Insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

All other terms and conditions of this Policy remain unchanged.

This Endorsement Changes The Policy. Please Read It Carefully.

**EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND
EXCLUSION OF OTHER ACTS OF TERRORISM
COMMITTED OUTSIDE THE UNITED STATES**

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

Any endorsement addressing acts of terrorism (however defined) in any **underlying insurance** does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance:

A. **SECTION II – EXCLUSIONS** is amended to include the following:

Terrorism

This policy does not apply to any liability arising, directly or indirectly, out of a **certified act of terrorism**, or out of an **other act of terrorism** that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the coverage territory. However, with respect to an **other act of terrorism**, this exclusion applies only when one or more of the following are attributed to such act:

- a. The total of insured damage to all types of property exceeds \$25,000,000 (valued in US dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
- b. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - (1) Physical injury that involves a substantial risk of death; or
 - (2) Protracted and obvious physical disfigurement; or
 - (3) Protracted loss of or impairment of the function of a bodily member or organ; or
 - (4) The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
 - (5) The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
 - (6) Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.
- c. With respect to this exclusion, Paragraphs a. and b. describe the thresholds used to measure the magnitude of an incident of an **other act of terrorism** and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. **SECTION V – DEFINITIONS** is amended to include the following:

1. **Certified act of terrorism** means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;

- b. The act resulted in damage:
- (1) Within the United States (including its territories and possessions and Puerto Rico); or
 - (2) Outside of the United States in the case of:
 - (i) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
 - (ii) The premises of any United States mission; and
 - (3) The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
2. **Other act of terrorism** means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a **certified act of terrorism**.
- Multiple incidents of an **other act of terrorism** which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any liability that is otherwise excluded under this Coverage Part.

All other terms and conditions of this Policy remain unchanged.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

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

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

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

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

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

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

This Endorsement Changes The Policy. Please Read It Carefully.

**EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL
INFORMATION AND DATA-RELATED LIABILITY**

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

- A. This insurance does not apply to any liability arising out of:
1. Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information whether intentional or not;
 2. The loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate **electronic data**;
 3. Any failure to prevent unauthorized use or access of an Insured's **electronic data**;
 4. Any material that allegedly or actually violates a person's right of privacy when the material was obtained through the unauthorized access to **electronic data**; or
 5. Any alleged or actual violation of any privacy law.
- B. This exclusion applies even if:
1. Damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information;
 2. The **electronic data** is stored by another party on the Insured's behalf; or
 3. The claims against the Insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured.
- C. For the purpose of this endorsement, the following is added to **SECTION V – DEFINITIONS**:
- Electronic data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment or other electronic backup facilities; and data transmission or storage provided by means of the Internet.

All other terms and conditions of this Policy remain unchanged.

Sanction and Limitation Exclusion Clause

The insurer will not provide cover, be liable to pay any claim or provide any benefit if to do so would expose the insurer (or any parent company, direct or indirect holding company of the insurer) to any penalty or restriction including extraterritorial penalties or restrictions so far as such do not contradict laws applicable to the insurer, arising out of any trade and economic sanctions laws or regulations which are applicable to it.



SERVICE OF SUIT CLAUSE

Countrywide

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.

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the Insured, 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 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 unless otherwise agreed made upon:

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

and that in any suit instituted against any one of them upon this contract, the Company 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 the Company in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured that they will enter a general appearance upon the Company's 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, the Company hereon hereby designates 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 any beneficiary hereunder arising out of this contract of insurance, 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.

Privacy Policy

We value your business and your trust in HDI Global Specialty SE.

The privacy and confidentiality of your personal information is among our top priorities. This explains our practices and procedures for securing your personal information before, during and after your relationship with us. We will provide one copy of this Privacy Statement with each policy we issue. Additional copies of this statement are available upon request. Thank you for choosing HDI Global Specialty SE for your insurance needs.

How we protect your information

We understand the importance of securing your personal information. We have physical, electronic and procedural safeguards in place to protect your nonpublic personal data in compliance with applicable state federal laws. We restrict employee access to customer information only to those who have a business reason to know, in order to provide our products and services to you.

What personal information we collect about you

We collect nonpublic personal information about you from the following sources, only as our business needs require:

- Information received on applications and other forms – whether in writing, in person, by phone, electronically or by other means – such as names, addresses and employment information
- Information about your transactions with us, our affiliates, or others associated with our business relationship and information we receive from insurance agents, consumer reporting agencies, investigators connected with claims adjusting, state motor vehicle departments, inspection services, insurance support organizations or other sources as permitted or required by law
- Information we receive in medical records or from medical professionals
- Information otherwise obtained in the claims adjustment process, including litigation

What personal information we disclose about you

We do not disclose any of our customers' or other persons' nonpublic personal information to anyone, except as permitted or required by law. Permitted disclosures include information to process transactions on your behalf, and information about you or about participants, beneficiaries or claimants under your insurance policy in the normal course of business.

Transfer of personal information

Due to the global nature of our business, for the purposes set out above we may transfer personal information internationally to parties located in other countries that have a different data protection regime than is found in the United States of America. Personal information collected by HDI Global

Specialty SE is likely to be transferred to places outside of the United States of America (such as to secure data centers, affiliates, service providers, business partners and governmental or regulatory authorities) in order to carry out the purposes, or directly related purposes, for which the personal information was collected.

Contact

If you have any questions about our use of your personal information you can contact us at:

HDI Global Specialty SE
Roderbruchstraße 26
30655 Hannover, Germany

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

	I hereby elect to purchase terrorism coverage for a prospective premium of \$ \$0.00.
X	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Maricopa County_

HDI Global Specialty SE

Policyholder/Applicant’s Signature

Insurance Company

IU35X000003-01

Print Name

Policy Number

Date