



Demo Broker

51 Lime Street , London, EC3M7DQ

Quote Reference: 25N12345ABC27

UMR: 25N12345ABC

This quote is valid for 30 days from 29 April 2025.

SCHEDULE

AEGIS SHIELD TERRORISM
LIABILITY 2025

UMR: 25N12345ABC

THIS IS A CONSORTIUM POLICY WRITTEN BY CERTAIN UNDERWRITERS AT LLOYD’S WHICH COMPRISE AEGIS CONSORTIUM 9348 (ALL HEREINAFTER REFERRED TO AS “UNDERWRITERS”).

THIS POLICY COVERS CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE UNDERWRITERS NO LATER THAN NINETY (90) DAYS AFTER THE END OF THE POLICY PERIOD, UNLESS AN OPTIONAL EXTENDED REPORTING PERIOD APPLIES.

THE INSURED IS REQUESTED TO READ THE ENTIRE POLICY CAREFULLY AND INFORM THE INSURANCE BROKER NAMED BELOW IMMEDIATELY IF IT IS NOT CORRECT.

Words and phrases which appear in this **Policy** in bold type have the special meanings specified in the General Definitions section of this **Policy**.

Unless the context requires otherwise, words denoting the singular include the plural and vice versa.

The titles of paragraphs, sections, provisions, or **Endorsements** of or to this **Policy** are intended solely for convenience and reference, and do not limit or expand the provisions to which they relate and are not part of this **Policy**.

POLICY NUMBER: 25N12345ABC27

1. Named Insured: tysers demo
2. Address of Named Insured: 7658 Philips Highway, Jacksonville, FL 32217, USA
3. Policy Period: From 29 April 2025 to 29 April 2026 both days at 12:01 a.m. Local Standard Time at the address of the **Named Insured**.
This **Policy** will not automatically renew: **Underwriters** give notice that cover will terminate and not be renewed at the expiration of the **Policy Period** unless a new agreement is reached between the **Underwriters** and the **Insured**. This is for the purpose of review for those jurisdictions where tacit renewal applies and does not signal the unwillingness of the **Underwriters** to renew the cover from year to year.
4. Limit of Liability: USD 25,000,000.00 each and every **Claim** and in the aggregate during the **Policy Period**.

Defence, Settlement of Claims, and Supplemental Payments resulting from **Claims** for which indemnity is provided by this **Policy**, are within the Limit of Liability.

5. Deductible:

USD 0.00 each and every **Claim**.
6. Nominee for Notice of Claims or Circumstances to:

Demo Broker
51 Lime Street , London, EC3M7DQ
7. Name and address of the Insurance Broker:

Demo Broker
51 Lime Street , London, EC3M7DQ
8. Premium:

USD 6,851.41
Due Date: 30 days from the inception date of this **Policy**.
9. Policy Disputes:

Law: Any dispute concerning the interpretation of this **Policy**, or concerning the validity of this **Policy**, will be determined in accordance with the law of the State of New York.

Jurisdiction: Without prejudice to, and subject to, the parties' obligation to arbitrate their disputes in accordance with General Condition J. (Dispute Resolution) of Section V of this **Policy**, the **Named Insured** and the **Underwriters** agree to submit to the exclusive jurisdiction of any court of competent jurisdiction within the United States of America, and agree to comply with all requirements necessary to give such court jurisdiction.

Arbitration: Rules of Arbitration: CPR Rules
Seal of Arbitration: New York
Language of Arbitration: English
Governing Law: New York
10. Nominee for Service of Suit:

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

11.

Additional Insured:

Not Applicable
12.

Loss Payee:

Not Applicable

QUOTE

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

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LSW1001

QUOTE

UMR: 25N12345ABC

Fiscal and Regulatory

Tax Payable by Insurer(s):	None applicable
Country of Origin:	U.S.A.
Overseas Broker:	See Surplus Line Broker Heading
Surplus Lines Broker:	
License Number:	
State of Filing:	To be filed in FL for 100% of the Premium
US Classification:	US Surplus Lines

THE UNDERWRITERS

We 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 the Application for Insurance 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 creditworthiness 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 the **Insurance Broker** stated in the Schedule who handled this insurance. **We** can provide a more detailed statement of **Our** privacy practices upon request.

The provisions of this Privacy Policy Statement may be changed by an **Endorsement** issued by **Us** and made a part of this **Policy**, or by an attachment of a separate Privacy Policy Statement to this **Policy**.

The **Insured** must disclose to **Underwriters** every circumstance that is material to the risk.

- a. A circumstance is material if it would influence the judgment of a prudent underwriter in determining whether to take the risk and, if so, on what terms.
- b. The **Insured** has a duty to disclose all material circumstances (i) it knows, or (ii) that would have reasonably been revealed by a reasonable search of the information available to the **Insured** by the **Insured's** senior management and/or those responsible for the **Insured's** insurance.
- c. Disclosure of material information to **Underwriters** must be made in a clear and accessible manner.
- d. By accepting the risk under this **Policy** and in setting the terms and premium, the **Underwriters** have relied on the information given to them by the **Insured**.
- e. If the **Insured** becomes aware that material information provided to the **Underwriters** is inaccurate or has changed, then the **Insured** must inform the **Underwriters** as soon as practicable.
- f. If the **Insured** fails:
 - (i) to disclose every matter and circumstance that is material to the risk, or
 - (ii) to notify the **Underwriters** that information the **Insured** has provided is inaccurate, or
 - (iii) to notify the **Underwriters** of any changes to the information provided,then the insurance under this **Policy** may become invalid and/or the **Policy** may be voidable, with the consequence that the **Underwriters** may not be liable to indemnify the **Insured** and/or **Underwriters'** liability to indemnify the **Insured** may be reduced.

It is a condition of this Insurance, and the **Insured** agrees, that the provision of any cover, the payment of any claim and the provision of any benefit hereunder shall be suspended, to the extent that the provision of such cover, payment of such claim or provision of such benefit by the **Underwriters** would expose **Underwriters** to any sanction, prohibition, or restriction under any:

- a. United Nations' resolution(s); or
- b. the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America.

Such suspension shall continue until such time as the **Underwriters** would no longer be exposed to any such sanction, prohibition, or restriction.

SECTION I Insuring Agreements

NOTICE TO THE INSURED - This is a claims made and reported **Policy**. It is a condition precedent to coverage under this **Policy** that the **Claim** be first made against the **Insured**, in writing, during the **Policy Period**, and that the **Insured** notify the **Underwriters** of the **Claim** as set out in this **Policy**

The burden of proving that any loss, damage, or expense is recoverable under this **Policy** and that no limitation or exclusion of this **Policy** applies and the quantum of loss, damage, or expense shall fall upon the **Insured**, as detailed in General Condition O. (Onus of Proof) of Section V of this **Policy**.

The **Underwriters** do not have any duty to defend.

The defense and settlement of any **Claim** or **Suit** and the payment of any Supplemental Payments, as described in Section II of this **Policy**, resulting from **Claims** for which indemnity is provided by this **Policy**, are included within and not in addition to the Limit of Liability of this **Policy**. Such Limit of Liability may be reduced or exhausted by payment of damages (including claimants' costs) or the payment of any Supplementary Payments, as described in Section II of this **Policy**.

This **Policy** is non-cancellable except as detailed in General Condition F. (Cancellation) of Section V of this **Policy**.

In consideration of the payment of the premium stated in the Schedule and subject to the Insuring Agreements, General Definitions, General Exclusions, and General Conditions of this **Policy**, the **Underwriters** agree as follows:

A. Insuring Agreement

To pay on behalf of the **Insured** those sums the **Insured** shall become obligated to pay by reason of the liability imposed by law upon the **Insured** for damages (including claimants' costs) because of:

1. **Bodily Injury** sustained by any person or persons;
2. **Property Damage**;

due to:

- a. an **Act of Terrorism** ; or
- b. a series of **Acts of Terrorism** arising out or in connection with the same political, religious, or ideological purpose,

that takes place within the **Territorial Limits**, provided any **Claim** made to recover therefor is first made, in writing, against the **Insured** during the **Policy Period** and is notified by the **Insured** to the **Underwriters** as soon as practicable and in no event later than ninety (90) days after the expiration of the **Policy Period** and in accordance with General Condition N. (Notice and Duties in the event of a Circumstance, Claim or Suit) of Section V of this **Policy**.

Any person or organization to whom a Certificate of Liability Insurance has been issued with respect to this Policy is included as an **Additional Insured**.

B. Additional Coverage

1. Acquisition

To insure the **Insured's** operations at property and locations of the type insured by this **Policy** at any location rented, leased, purchased, or acquired by the **Insured** after the Inception Date of this **Policy**, provided such property or location is within the **Territorial Limits**. This Additional Coverage shall apply for a period of one hundred and twenty (120) consecutive days from the date of rental, lease, purchase or acquisition of such property or location, but will not exceed the expiration date of the **Policy**.

The **Insured** must report the newly acquired, purchased, leased, or rented property to the **Underwriters** within this one hundred and twenty (120) day period.

If however, the **Insured** require such additional property or location to be covered by this **Policy** for longer than the one hundred and twenty (120) day period as above, then, as long as the **Insured**:

- a. pay any additional premium; and
- b. accept such terms;

as may be required by **Underwriters**, then this **Policy** shall continue to apply to operations at such additional property or location.

The **Underwriters** reserve the right not to continue the insurance of the newly acquired, purchased, leased, or rented property or location beyond the one hundred and twenty (120) day period.

This Additional Coverage does not apply to the **Insured's** operations at any property or location which are first rented, leased, purchased, or acquired by the **Insured** within the following Zip Codes:

Boston:	02108 - 02117, 02135, 02142, 02199, 02201, 02203, 02210, 02215, 02222, 02241;
The Bronx:	10451 - 10460, 10462, 10463, 10466 - 10469, 10471 - 10473;
Brooklyn:	11201, 11207, 11215, 11217;
Chicago:	60601 - 60612, 60654, 60661;
Houston:	77030;
Las Vegas:	89101, 89109, 89119, 89158;
Los Angeles:	90013, 90014, 90017, 90045, 90048, 90069, 90071, 90083;
Manhattan:	10001 - 10286;
Miami:	33111, 33130, 33131, 33132;
Philadelphia:	19102 - 19107, 19109;
Queens:	11101 - 11103, 11109, 11369 - 11373, 11377, 11423, 11427, 11435;
San Francisco:	94102 - 94112;
Seattle:	98101, 98104, 98144, 98164;
Washington:	20001, 20002, 20004 - 20006, 20024, 20036, 20037.

Any additional property or locations rented, leased, purchased, or acquired by the **Insured** in the above listed Zip Codes must be agreed by **Underwriters** prior to cover being in place, and charged at additional premium if deemed applicable.

B. Limit of Liability

The maximum liability of the **Underwriters** to pay damages (including claimants' costs) in this **Policy**, regardless of the number of **Insureds**, **Claims**, claimants, or locations, is the amount stated in the Schedule, or as otherwise endorsed onto this **Policy**, as "each and every **Claim**", subject always to the aggregate limit during the **Policy Period** stated in the Schedule, being the most the **Underwriters** will pay for damages (including claimants' costs) in this **Policy** during the **Policy Period**.

C. Self-Insured Retention

From the total amount of all damages involved in any one **Claim**, the sum stated as **Self-Insured Retention** shall be the amount retained by the **Insured** and the **Underwriters** shall only be liable for loss, damage, or expense in excess of that amount, up to the limit of the **Underwriters'** liability for each **Claim** as stated in the Schedule.

The **Self-Insured Retention** shall apply without aggregate limitation regardless of the number of valid **Claims** for indemnity under this **Policy**.

The **Underwriters** may pay any part or all the **Self-Insured Retention** to effect settlement of any **Claim** or **Suit** and, upon receiving notice of **Underwriters'** payment, the **Insured** shall promptly reimburse the **Underwriters** for such part of the **Self-Insured Retention** as the **Underwriters** have paid.

D. Separation of Insureds

Where more than one party is named as the **Named Insured** in the Schedule, this **Policy** will apply separately to each such **Named Insured** in the same manner and to the same extent as if a separate policy had been issued to each **Named Insured** and, except as stated in General Condition S. (Subrogation) of Section V of this **Policy**, the **Underwriters** agree to waive all rights of subrogation against any of these parties, provided that (regardless of the number of parties named as the **Named Insured**) **Underwriters'** maximum liability in respect of each and every **Claim** for which indemnity is provided by this **Policy** does not exceed the Limit of Liability stated in the Schedule and in the aggregate in respect of all **Claims** covered by this **Policy**.

SECTION II Defense, Settlement of Claims, and Supplemental Payments

As respects the insurance afforded by this **Policy**, the **Underwriters**:

- A. shall not be called upon to assume the handling or control of the defense or settlement of any **Claim** or **Suit** which may at any time be brought against the **Insured** on account of **Bodily Injury** or **Property Damage**, but the **Underwriters** shall have the right, but not the duty, to participate with the **Insured** in the defense and control of any **Claim** which may be indemnified in whole or in part by this **Policy**, and the right to make such investigation, negotiation and settlement of any **Claim** as may be deemed expedient by the **Underwriters**. The **Underwriters** will have no duty to defend the **Insured** against any **Claim** or **Suit** seeking damages on account of **Bodily Injury** or **Property Damage**, to which this **Policy** does not apply.
- B. agree to pay:
1. pay all premiums on bonds to release attachments for an amount not in excess of the applicable Limit of Liability of this **Policy**, and all premiums on bonds required in any legal proceedings for an amount not in excess of the Limit of Liability, but without any obligation to apply for or furnish such bonds;
 2. all reasonable expenses incurred by the **Insured** at the **Underwriters**' request in assisting the **Underwriters** in the investigation or defense of any **Claim** or **Suit** including actual loss of earnings up to USD 250 a day because of time off from work, other than those expenses incurred by the **Insured** as excluded in General Exclusion C.6. (Regulatory Costs or Criminal Investigation Costs) of Section IV of this **Policy**;
 3. all costs assessed or awarded against the **Insured** in the **Suit**;
 4. all reasonable expenses incurred by the **Insured** for such immediate and surgical relief to others as shall be imperative at the time of an **Act of Terrorism**; and
 5. any interest accruing before or after entry of judgment or from the date of the **Suit**, where required by law, upon that part of the judgment which is within the limit of the **Underwriters**' liability thereon.
- However, in the event the **Underwriters** make an offer to pay the applicable Limit of Liability, the **Underwriters** will not pay any interest accruing before entry of judgment based on that period of time after the offer.

Payments described in Clause B. above hereinafter referred to as "Supplemental Payments".

The amounts so incurred in Clause B. above, are within the Limit of Liability stated in the Schedule.

The Limit of Liability of this **Policy** available to pay damages (including claimants' costs), shall be reduced and may be completely exhausted by the payment of Supplemental Payments resulting from all **Claims** or **Suits** for which indemnity is provided by this **Policy**.

If the **Insured** refuses to consent to any settlement or compromise which **Underwriters** (in their sole discretion) wish to accept, then **Underwriters**' liability to the **Insured** under this **Policy** shall not exceed the lesser of:

- a. the amount for which the **Claim** or **Suit** could have been settled, less any applicable **Self-Insured Retention** to the extent not paid by the **Insured**, and including the Supplemental Payments as described in Clause B. above, and any claimants' costs for which indemnity is provided by this **Policy** and incurred up to the time of such refusal; or
- b. the Limit of Liability stated in the Schedule.

The **Underwriters** will have the right and duty to withdraw from the defense of the **Claim** or **Suit** by tendering control of said defense to the **Insured**.

SECTION III General Definitions

Whenever used in this **Policy**, the following terms are defined as follows, unless stated otherwise:

- A. **Act of Terrorism** means the actual or threatened use of force or violence, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological, or similar purposes including to influence any government and to put the public, or any section of the public, in fear.
- B. **Additional Insured** means any person or entity to whom the **Named Insured** is obligated by a contract or agreement, entered into before any relevant **Act of Terrorism**, **Claim**, or **Suit**, to provide insurance such as is afforded by this **Policy** arising out of the **Insured's** business but only to the extent required by any indemnity given by the **Insured** in said contract or agreement to the **Additional Insured**.
- C. **Bodily Injury** means physical injury, sickness, disability, or disease sustained by a third party who is not an **Insured**.
Bodily Injury shall also mean mental suffering, mental injury, mental anguish, shock, or death sustained by that third party who is not an **Insured**, but only to the extent the mental suffering, mental injury, mental anguish, shock, or death is caused by a physical injury sustained by that third party.
Third party shall not be deemed to mean the perpetrator of the **Act of Terrorism**, or any associate or accomplice of the perpetrator.
- D. **Circumstance** means any incident, occurrence, fact, matter, act or omission, although it has not yet resulted in a **Claim** being made against the **Insured** that the **Insured** reasonably anticipates or should reasonably anticipate might result in a **Claim** being made against the **Insured** at some future date.
- E. **Civil War** means a hostile conflict by means of armed forces carried on between opposing citizens of the same country or nation.
- F. **Claim** means that part of each written demand for damages (including claimants' costs) received by any **Insured**, as a result of **Bodily Injury** or **Property Damage**.
Claim shall not include a demand for an injunction or any other non-monetary relief.
A **Claim** or series of **Claims** arising from one originating **Act of Terrorism** or series of **Acts of Terrorism** shall be deemed to be one **Claim**.
- G. **Communicable Disease** means any disease which can be transmitted by means of any substance or agent from the organism to another organism where:
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
 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. the disease, substance or agent can cause or threaten **Bodily Injury** or can cause **Property Damage**.
- H. **Computer System** means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or electronic data storage device, networking equipment or back up facility.
- I. **Coup d'état** means a sudden change in Government other than that by democratic means brought about by the use of threat or violence.
- J. **Cyber Loss** means any and all actual or alleged loss, damage, liability, injury, compensation, sickness, disease, death, medical payment, **Claim**, cost, fee, expense or any other amount incurred by the **Insured**, accruing to the **Insured**, or for which the **Insured** may be liable, including but not limited to any mitigation cost or statutory fine or penalty, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
1. an unauthorized or malicious act or criminal act or series of related unauthorized or malicious acts or criminal acts, regardless of the perpetrator and/or time and place; and/or
 2. a threat or hoax or connected series of threats or hoaxes; and/or
 3. a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or
 4. a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust,
- involving access to, processing of, use of or operation of any **Computer System** or any electronic data by any person or group of persons.
- K. **Employee** means:
1. any person under a contract of employment or contract of service or apprenticeship with the **Insured**;
 2. a person deemed to be an **Employee** under a workers' compensation, disability benefits or unemployment or employment compensation law or any similar law;
 3. a person undertaking study or work experience, voluntary work or youth training scheme with the **Insured**;
 4. any person hired or borrowed by the **Insured** from another employer;
- in each case, working for and under the control of the **Insured**.
- Employee** includes a **Leased Worker** but does not include a **Temporary Worker**.
- L. **Endorsement** means a change in the terms and conditions of the insurance provided by this **Policy**, agreed by the **Insured** and the **Underwriters**.
- M. **Excluded Territory** means:
1. Belarus (Republic of Belarus); and
 2. Russian Federation; and
 3. Ukraine (including any disputed regions of Ukraine and including the Crimean Peninsula); and
 4. Moldova (republic of Moldova).

- N. **Financial Loss** means a pecuniary or economic loss or expense sustained by a third party who is not an **Insured**, not consequent upon **Bodily Injury** or **Property Damage**.
- O. **Insurance Broker** means the person or firm who acts on behalf of the **Insured** with regard the insurance afforded by this **Policy** and named for that purpose in the Schedule.
- P. **Insured** means the entity set forth in the Schedule as **Named Insured**, and if the **Named Insured** is designated in the Schedule as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof, but only with respect to their liability as such; and also includes:
1. any **Subsidiary** of the **Named Insured** as are in existence at the Inception Date of this **Policy**;
 2. any partner, officer, director, or **Employee** while acting on behalf of any **Insured** or any former partner, officer, director, or **Employee** with respect to acts performed in such capacity on behalf of any such **Insured**.
Shareholders are also an **Insured**, but only with respect to their liability as shareholders;
 3. each person, firm, corporation or government body for whom the **Insured** has contracted to provide insurance but only with respect to liability that arises out of the business of the **Named Insured**, and only to the extent required by such contract;
 4. the officers, committee and members of the **Insured's** canteen, social, sports, first aid, fire fighting and welfare organizations in their respective capacity as such;
 5. the legal or personal representative of the **Insured** in their capacity as such, following upon the death of the **Insured** in respect of liability incurred by the **Insured**, provided that if indemnity is extended to any such party, that party shall be subject to the terms of this **Policy** so far as they can apply.
- No person or organization is an **Insured** with respect to the conduct of any current or past partnership, limited liability partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Schedule.
- Q. **Insurrection** means a violent uprising of citizens in resistance to their Government.
- R. **Leased Worker** means a person leased to the **Insured** by a labor leasing firm under an agreement between the **Insured** and the labor leasing firm, to perform duties related to the conduct of the **Insured's** business. **Leased Worker** does not include a **Temporary Worker**.
- S. **Mutiny** means a willful resistance by members of legally constituted, armed, or peacekeeping forces to a superior officer.
- T. **Named Insured** means the entity designated as such in the Schedule.
- U. **Policy** means the policy document comprising the Schedule, Notices, its Insuring Agreements, the Defense, Settlement of Claims, and Supplementary Payments provisions, General Definitions, General Exclusions, General Conditions, and the Complaints and Other Enquiries section, and any **Endorsement** applicable thereto, issued by the **Underwriters** to the **Named Insured** for the **Policy Period**.
The **Named Insured's** Application for Insurance, if any, shall be deemed to form a part of this **Policy**, even if such Application for Insurance is not physically attached to this **Policy**.

- V. **Policy Period** means the date and time when the insurance under this **Policy** starts and ends, as shown in the Schedule, unless this **Policy** is cancelled in accordance with the provisions of General Condition F. (Cancellation) of Section V of this **Policy**, and specifically excludes any Extended Reporting Period shown in this **Policy**.
- W. **Pollutant** means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, dust, fumes, acids, alkalis, chemicals, and waste (waste includes materials to be recycled, reconditioned, or reclaimed).
- X. **Property Damage** means physical loss of, physical damage to or physical destruction of tangible property of a third party who is not an **Insured** that occurs during the **Policy Period**, including the loss of use, possession or control thereof at any time resulting therefrom of that third party property.
All such loss of use shall be deemed to occur at the time of the physical loss, physical damage or physical destruction, injury or destruction that caused it.
For the purposes of this **Policy**, electronic data is not tangible property.
- Y. **Rebellion** means a deliberate, organized and open resistance, by force and arms, to the laws or operations of a Government committed by its citizens.
- Z. **Revolution** means the overthrow of a regime or political system by its citizens.
- AA. **Riots** means any act committed in the course of a disturbance of the public peace by any person taking part together with others in such disturbance or any act of any lawfully constituted authority for the purpose of suppressing or minimizing the consequence of such act.
- BB. **Road Rage** means a sudden act of violence directed towards the driver and/or passenger of a road vehicle provoked by another driver and/or passenger of a separate vehicle whilst on a public road.
- CC. **Self-Insured Retention** means the amount stated as **Self-Insured Retention** in the Schedule being the amount retained by the **Insured** in respect of each **Claim** before the **Underwriters** shall be liable to make any payment under this **Policy**.
- DD. **Strikes** means any willful act of any striker or locked-out worker in the furtherance of a strike or in resistance to a lock-out or any act of any lawfully constituted authority for the purpose of suppressing or minimizing the consequence of such act.
- EE. **Subsidiary** means any entity any entity declared to **Underwriters** at Inception and in which more than 50% of the outstanding shares or voting rights representing the present right to vote for the election of directors in such entity is owned, directly or indirectly, by the **Named Insured**, but only while such entity is owned by the **Named Insured**.

- FF. **Suit** means a civil proceeding in which damages as regards a **Claim** for indemnity under this **Policy** are alleged. **Suit** includes:
1. an arbitration proceeding in which such damages are claimed and to which the **Insured** must submit or does submit with the consent of the **Underwriters**; or
 2. any other alternative dispute resolution proceeding in which such damages are claimed and to which the **Insured** submits with the consent of the **Underwriters**.
- GG. **Temporary Worker** means a person furnished to the **Insured** to substitute for a permanent **Employee** on leave or to meet seasonal or short-term workload conditions.
- HH. **Territorial Limits** means the United States of America (including its territories and possessions), and Puerto Rico, and where the **Act of Terrorism** takes place.
- II. **Underwriters** mean the Underwriters at Lloyd's comprising AEGIS Consortium 9348, led by AEGIS Syndicate 1225, which is managed by AEGIS Managing Agency Ltd, a listing of which is attached as an **Endorsement** to this **Policy**.
- JJ. **Us / We / Our** means the Underwriters at Lloyd's comprising AEGIS Consortium 9348, led by AEGIS Syndicate 1225, which is managed by AEGIS Managing Agency Ltd., a listing of which is attached as an **Endorsement** to this **Policy**.
- KK. **War** means declared or undeclared hostile action between two or more nations or states.
- LL. **You / Your** means the person or company stated in the Schedule as the **Named Insured**.

SECTION IV General Exclusions

The following Exclusions apply to all coverage under this **Policy**, unless specifically amended by **Endorsement**.

- A. This **Policy** does not apply to, and the **Underwriters** are not liable to make any payment for, any **Claim** or **Suit** directly or indirectly arising from or related to the following risks, regardless of any other contributing or aggravating cause or event that contributed concurrently or in any sequence to such **Claim** or **Suit**:
1. **Asbestos**
the existence of, or any exposure to, asbestos or any asbestos containing materials in whatever form or quantity;
 2. **Communicable Disease**
the transmission or alleged transmission of a **Communicable Disease**, or the fear or threat (whether actual or perceived) of a **Communicable Disease**.
In no event will this **Policy** insure against any liability, loss, cost or expense to identify, clean-up, detoxify, remove, monitor, or test for, a **Communicable Disease**;
 3. **Cyber Loss**
any **Cyber Loss**;
 4. **Dishonest, Fraudulent, Criminal, Malicious Acts**
any dishonest, fraudulent, criminal, or malicious act committed by or at the direction of any **Insured**, or its partners, officers, directors or other **Employees**, whether acting alone or in collusion with others;
This Exclusion shall not apply to any **Insured** that did not commit or participate in, or have knowledge of the dishonest, fraudulent, criminal, or malicious act;
 5. **Failure to Supply**
the **Insured's** failure to supply or the cessation, fluctuation or variation in, or insufficiency of, the supply of any oil, gas, electricity, chemicals, products, telecommunications, water, steam, biofuels, materials or other utilities or services;
 6. **Mental Anguish**
mental suffering, mental injury, mental anguish, shock or death of any person in the absence of **Bodily Injury**;
 7. **Nuclear, Chemical, Biological, Radioactive Contamination, Electromagnetic Weapons**
 - a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - b. the radioactive, toxic, explosive, or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

- c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- d. the radioactive, toxic, explosive, or other hazardous or contaminating properties of any radioactive matter;
- e. any chemical, biological, bio-chemical materials, whether weaponized or not; or
- f. any electromagnetic weapon.

The Exclusions in sub-clauses d. and e. do not extend to an **Act of Terrorism** involving the use of acid or corrosive substances;

8. **Pollution**

- a. the actual, alleged or threatened discharge, dispersal, release or escape of any **Pollutant**; or
- b. (i) any request, demand, order or statutory or regulatory requirement that any **Insured** or others test for, monitor, abate, clean up, remove, contain, remediate, treat, detoxify, or neutralize or in any way respond to, or assess the effect of any **Pollutant**; or
- (ii) **Claim** or **Suit** by or on behalf of any governmental authority for damages because of testing for, monitoring, abating, cleaning up, removing, containing, remediating, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of any **Pollutant**;

9. **Previously Notified Claim or Circumstance**

any **Circumstance**, loss, **Claim** or **Suit** in respect of which any **Insured** either has:

- a. given notice to underwriters of any other insurance prior to the Inception Date of this **Policy**; or
- b. given notice to underwriters of any other insurance at any time, where such underwriters have treated such notice as received by them prior to the Inception Date of this **Policy**;

10. **Prior Known Circumstances**

any **Circumstance**, loss, **Claim** or **Suit** known to any **Insured**, or of which such **Insured** ought reasonably to have been aware, prior to the commencement of the **Policy Period** which could give rise to:

- a. liability on the part of the **Insured**; or
- b. a claim for indemnity by the Insured under this **Policy**;

11. **Robbery, Burglary, Road Rage, Gang Related Crime, Act of a Sexual Nature**

- a. robbery or hold-up, burglary, housebreaking, looting, theft or larceny, or **Road Rage**;
The Exclusion in this sub-clause with regard **Road Rage** only, does not apply where a valid **Claim** for indemnity is provided in this **Policy** due to an **Act of Terrorism** involving the use of a vehicle as a physical weapon.
- b. gang related crime or violence;
- c. the actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as "Racketeer Influenced And Corrupt Organizations Act" or "RICO"), as amended, or any regulation promulgated under the foregoing statute, or any similar federal, state, provincial, territorial, local or foreign laws in any other jurisdiction, whether such law is statutory, regulatory, civil, or common law; or
- d. any act of a sexual nature or any act undertaken with a sexual motive;

12. **Territorial - Belarus, Russia, Ukraine, Moldova**

- a. any entity domiciled, resident, located, incorporated, registered or established in an **Excluded Territory**;
- b. property or asset located in an **Excluded Territory**;
- c. an individual that is physically located in an **Excluded Territory**;
- d. any **Claim** or **Suit** or enforcement proceeding brought or maintained in an **Excluded Territory**; or
- e. payment in an **Excluded Territory**.

This Exclusion will not apply to any coverage or benefit required to be provided by **Underwriters** by law or regulation applicable to those **Underwriters**, however, the terms of the Notice: Sanctions Suspension Clause forming a part of this **Policy** will prevail.

13. **Threat or Hoax**

any threat or hoax comprising, in connection with or due to an **Act of Terrorism**, in the absence of **Bodily Injury**, or **Property Damage**.

14. **War, Warlike Acts, Strike, Riot, Civil Commotion**

- a. **War**, whether declared or not, **Civil War**, **Insurrection**, **Rebellion**, **Revolution**, **Mutiny** or **Coup d'état**,
- b. confiscation, expropriation, nationalization, seizure, requisition, detention, legal occupation, embargo, quarantine, or any result of any order of public or government authority, that deprives the **Insured** or a claimant of the use or value of its property;
- c. deliberate destruction or damage to property by or by order of any public or governmental authority;
- d. illegal occupation, acts involving contraband, illegal transportation, or illegal trade; or
- e. vandals, protests, **Strikes**, **Riots**, or **Civil Commotion**.

B. This **Policy** does not apply to, and the **Underwriters** are not liable to make any payment for, loss or damage, whether caused or contributed to, in whole or in part, directly or indirectly, by risks otherwise insured under this **Policy** or any of its Extensions, to:

1. **Act of Terrorism not within the Territorial Limits**

an **Act of Terrorism** not occurring within the **Territorial Limits** of this **Policy**;

2. **Bodily Injury to the Perpetrator**

Bodily Injury to the perpetrator of the **Act of Terrorism**, or any associate or accomplice of such perpetrator;

3. **Contractual**

Bodily Injury or **Property Damage** for which any **Insured** is obligated to pay damages by reason of any **Insured's** breach of, or the assumption of, liability in a contract or agreement.

This Exclusion does not apply to liability for damages that the **Insured** would have in the absence of the contract or agreement;

4. **Discrimination or Humiliation**

actual or alleged discrimination, humiliation, harassment, or misconduct by any **Insured** on the basis of race, creed, colour, age, gender, sex, sexual preference or orientation, national origin, religion, disability, handicap, marital status, or any other class protected under federal, state, local or other law;

5. **Own Property**

Property Damage to:

- a. property owned or occupied by or rented to any **Insured**; or
- b. property held by any **Insured** for sale, property entrusted to any **Insured** for storage or safekeeping, property loaned to any **Insured** or personal property in the care, custody or control of any **Insured**;

6. **Products**

actual design, manufacture, assembly, sale, trade, distribution, or promotion of any product.

C. This **Policy** does not apply to, and the **Underwriters** are not liable to make any payment for, the following types of loss, damage, or injury, whether caused or contributed to, in whole or in part, directly or indirectly, by risks otherwise insured under this **Policy** or any of its Extensions:

1. **Aviation and Marine Liability**

any Aviation Liability or Marine Liability **Claim** arising out of an **Act of Terrorism**;

2. **Employers' Liability**

Bodily Injury to:

- a. any **Employee** of the **Insured** arising out of and in the course of:
 - (i) employment by the **Insured**; or
 - (ii) performing duties related to the conduct of the **Insured's** business;
- b. the spouse, child, parent, brother, or sister of that **Employee** as a consequence of paragraph i. above; or
- c. any **Temporary Worker**.

This Exclusion applies:

- (i) whether the **Insured** may be liable as an employer or in any other capacity; and
- (ii) to any obligation to share damages with or repay someone else who must pay damages because of the **Bodily Injury**.

3. **Financial Loss**

any **Financial Loss**.

4. **Fines, Penalties**

- a. any awards or damages of a punitive or exemplary nature whether in the form of fines, penalties, multiplication of compensation awards or damages or aggravated damages or in any other form whatsoever;

- b. fines or penalties, for which any **Insured** is liable by reason of failure to comply with any statute, rule or regulation; or
- c. any liquidated damages clauses, penalty clauses, guarantees or performance warranties to which any **Insured** is or is alleged to be a party, unless it is proven that liability would have attached in the absence of such clauses, guarantees or warranties;

5. **Joint Venture, Related Companies**

- a. any **Claim** made by a party to, or a party connected or associated with, any association or joint venture to which any **Insured** is also a party, or with which any **Insured** is associated or connected, unless such **Claim** emanates from a wholly independent third party; or
- b. any **Claim** brought by or on behalf of:
 - (i) any **Insured**; or
 - (ii) any parent or **Subsidiary** of the **Insured**; or
 - (iii) any person having an executive, financial or controlling interest in the **Insured**; or
 - (iv) any person or entity having a greater than 5% financial ownership of the **Insured**; or
 - (v) any entity where the **Insured** has, or has accepted, a financial interest;

6. **Regulatory Costs or Criminal Investigation Costs**

expenses incurred by or on behalf of any **Insured** in connection with (including expenses arising out of representation at):

- a. any inquest, investigation, inquiry, or any request to:
 - (i) appear at a meeting or interview; or
 - (ii) provide a written response; or
 - (iii) provide documents, records, or information (whether electronic or hard copy), undertaken or made by any regulator, government body, government agency, parliamentary commission, trade body or similar body having legal authority in connection with the affairs of the **Insured**; or
- b. any criminal investigation or the defense of any proceedings in a criminal court;

7. **Workers' Compensation**

liability imposed upon or assumed by any **Insured** under any workers' compensation law, including statutory occupational benefits and Longshore and Harbor Workers' Act, unemployment compensation or disability benefits laws, or under any other similar law.

SECTION V General Conditions

The following General Conditions apply to this **Policy** unless specifically amended by **Endorsement**.

The **Insured** must comply with these General Conditions. If the **Insured** fails to do so, **Underwriters** are not obliged to provide an indemnity under this **Policy**.

A. Action against the Underwriters

No action shall lie against the **Underwriters** unless, as a condition precedent thereto, the **Insured** has fully complied with all the terms of this **Policy**, nor until the amount of the **Insured's** obligation to pay has been finally determined either by judgment against the **Insured** after actual trial, arbitration, or by written agreement of the **Insured**, the claimant, and the **Underwriters**.

Every **Suit** or Arbitration proceeding against the **Underwriters** shall be commenced within one (1) year next after the date of such judgment or written agreement and not afterwards. However, such limitation of time shall not apply if by the laws of the State stated in the Schedule under "Law", such a limitation is invalid or if by the laws of the State in which any **Suit** or proceeding is brought, permit a longer period within which to commence such a **Suit** or proceeding.

Nothing contained in this **Policy** shall give any person or organization any right to join the **Insured** as a co-defendant in any action against the **Underwriters** to determine the **Insured's** liability.

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate, shall not relieve the **Underwriters** of any of their obligations in this **Policy**. But under no circumstances will such bankruptcy, insolvency, or inability to pay require the **Underwriters** to drop down, replace or assume the obligation within the **Deductible** amount.

B. Agency

The **Named Insured** who obtained this **Policy** and paid the premium therefor did so on his own behalf and as agent for the others insured hereby, including those referred to by general description. It is acknowledged and agreed by the **Underwriters** as evidenced by its acceptance of the premium paid that any person, firm or corporation coming within the description of an unnamed person insured by this **Policy** may ratify such agency at any time subsequent to the issuance of the **Policy** for the purpose of entitlement to coverage granted by its terms for good consideration.

C. Appeals

In the event the **Insured** elects not to appeal a judgment which may, in whole or in part, involve indemnity under this **Policy**, the **Underwriters** may elect to make such appeal at their own cost and expense and shall be liable for the taxable costs and disbursements and any additional interest incidental to such appeal, as are incurred as a result of such election, but in no event shall the liability of the **Underwriters** exceed the Limit of Liability stated in the Schedule.

D. Assignment

Assignment or transfer of any legal, equitable or other interest in this **Policy** shall not be valid without the written consent of the **Underwriters**, unless such assignment occurs as a result of the death or bankruptcy of the **Insured**.

E. Assumption of Liability

The **Insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation, incur any expense (other than for first aid to others at the time of an **Act of Terrorism**), make any admission or make any settlement in relation to any **Claim** that may give rise to an indemnity, or partial indemnity, under this **Policy** without first obtaining the **Underwriters'** prior written consent.

F. Cancellation

This **Policy** shall be non-cancellable by **Underwriters** or the **Named Insured**, except in the event of non-payment of premium, in which case the **Underwriters** may cancel this **Policy** at their discretion in the manner as set out below.

In the event of non-payment of premium, this **Policy** may be cancelled by or on behalf of **Underwriters** by delivering or mailing to the **Named Insured** or the **Insurance Broker** by registered, certified, or other first class mail, at the **Named Insured's** address as stated in the Schedule, written notice stating when, not less than fifteen (15) days thereafter, the cancellation shall be effective. The mailing of such notice shall be sufficient proof of notice and this **Policy** shall terminate at the date and hour specified in such notice.

If the notice period for any cancellation of the **Policy** by **Underwriters** is prohibited or made void by any law controlling the construction thereof, such notice period shall be deemed to be amended so as to be equal to the minimum period permitted by such law.

In the event of cancellation as described above, premium is due to **Underwriters** on a pro rata basis for the period that **Underwriters** are on risk, but the full premium for this **Policy** shall be payable to **Underwriters** if loss, damage, or expense give rise to a valid **Claim** for indemnity under this **Policy** (subject to all the terms and conditions of this **Policy**) prior to the date of cancellation.

Nothing contained within this General Condition shall be deemed to override the provisions of General Condition K. (False or Fraudulent Claim) of this **Policy**.

G. Choice of Law

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained in this **Policy**, or concerning the validity of this **Policy**, shall be subject to the law of the State of New York, unless mutually agreed otherwise by the parties to this **Policy**.

H. Communication of Notices

The first **Named Insured** in the Schedule shall act on behalf of all **Insureds** in all matters with respect to this **Policy**. Any notice communicated under the terms of this **Policy** to or from the first **Named Insured** shall be binding upon all **Insureds**.

I. Currency and Payment of Premium

The Limit of Liability, **Self-Insured Retention**, premiums, and other amounts as expressed in this **Policy** are in United States currency.

The **Named Insured** undertakes to pay the premium in full to the **Underwriters** by the Due Date stated in the Schedule. If the premium due under this **Policy** has not been so paid to the **Underwriters** by the Due Date stated in the Schedule, the **Underwriters** may issue notice of cancellation to the **Named Insured** in accordance with the provisions of General Condition F. (Cancellation). The **Named Insured** will be the payee for any return premium payable by the **Underwriters**.

Where any premium is outstanding at the time of settlement of a loss relating to the premises, operations or interest insured in this **Policy**, the **Underwriters** may deduct it from the amount payable.

J. Dispute Resolution

In the event of any controversy or dispute arising out of or relating to this **Policy**, or the breach, termination, formation, or validity thereof, the **Named Insured** and the **Underwriters** will endeavor to resolve such controversy or dispute through negotiation, mediation or some other form of alternative dispute resolution, however if the **Named Insured** and the **Underwriters** are unable to settle any dispute by these means then the **Named Insured** and the **Underwriters** will endeavor to resolve such controversy or dispute in accordance with the procedures stated in this General Condition, which shall be the sole and exclusive procedures for the resolution of any controversy or dispute under this **Policy**.

1. Arbitration. Any controversy or dispute arising out of or relating to this **Policy**, or the breach, termination, formation, or validity thereof, that has not been resolved by non-binding means as provided in this General Condition within ninety (90) days of the initiation of such procedure, shall be settled by binding arbitration in accordance with the CPR Institute Rules for Non-Administered Arbitration of Business Disputes (the "CPR Rules") by three (3) independent and impartial arbitrators. The **Named Insured** and the **Underwriters** each shall appoint one arbitrator; the third arbitrator, who shall serve as the chair of the arbitration panel, shall be appointed in accordance with the CPR Rules. If either the **Named Insured** or the **Underwriters** have requested the other to participate in a non-binding procedure and the other has failed to participate, the requesting party may initiate arbitration before expiration of the above period. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The terms of this **Policy** are to be construed in an even-handed fashion as between the **Named Insured** and the **Underwriters**, in accordance with the laws of the jurisdiction set forth in the Schedule. Where the language of this **Policy** is deemed ambiguous or otherwise unclear, the issue shall be resolved in a manner most consistent with the relevant terms of this **Policy** without regard to authorship of the language and without any presumption or arbitrary interpretation or construction in favor of either the **Named Insured** or the **Underwriters**. In reaching any decision the arbitrators shall give due consideration for the customs and usages of the insurance industry. The arbitrators are not empowered to award damages in excess of compensatory damages and each party hereby irrevocably waives any such damages.

In the event of a judgment being entered against the **Underwriters** on an arbitration award, the **Underwriters** at the request of the **Named Insured**, shall submit to the jurisdiction of a court of competent jurisdiction within the United States of America, and shall comply with all requirements necessary to give such court jurisdiction and all matters relating to such judgment and its enforcement shall be determined in accordance with the law and practice of such court.

2. Service of Suit. This Service of Suit clause does not conflict with or override the obligations of the parties to arbitrate their disputes as provided in this General Condition. This clause is solely intended as an aid to compelling or enforcing such arbitration, not as an alternative to the Arbitration requirements for resolving disputes under this **Policy** as set forth in clause 1. above.

It is agreed that, in the event of the failure of the **Underwriters** to pay any amount claimed to be due under this **Policy**, the **Underwriters**, at the request of the **Named Insured**, will submit to the jurisdiction of any court of competent jurisdiction within the United States.

Nothing in this clause 2. constitutes or should be understood to constitute a waiver of the **Underwriters'** right 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 of the United States. It is further agreed that service of process in such **Suit** may be made upon the **Underwriters** via the persons or firm named for that purpose in the Schedule, and that in any **Suit** instituted against any one of them upon this **Policy**, the **Underwriters** will abide by the final decision of such court or of any appellate court in the event of an appeal.

The nominee designated in the Schedule, is authorized, and directed to accept service of process on behalf of the **Underwriters** in any such **Suit** and/or upon the request of the **Named Insured** to give a written undertaking to the **Named Insured** that they will enter a general appearance upon the **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, the **Underwriters** 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 **Named Insured** or any beneficiary arising out of this **Policy**, and hereby designate the nominee stated in the Schedule, as the person to whom the said officer is authorized to mail such process or a true copy thereof.

K. False or Fraudulent Claims

If an **Insured** or anyone acting on its behalf, claims indemnity under this **Policy** knowing such claim to be false or fraudulent in amount or in any other respect, or uses any fraudulent means in support of such claim, the **Underwriters** will not be liable to pay the claim and may recover from the **Insured** any sums paid in respect of the claim. The **Underwriters** may also, by notice to the **Named Insured**, treat the **Policy** as having been cancelled with effect from the time of the fraudulent act.

L. Inspection and Audit

The **Underwriters** may, but are not obligated to, inspect the **Insured's** premises and operations at any time. These inspections are not safety inspections. They relate solely to the insurability of the **Insured's** premises and operations and the premiums to be charged. The **Underwriters** may give the **Insured** reports on the conditions that the **Underwriters** find.

The **Underwriters** may also recommend changes. The **Underwriters** do not, however, undertake to perform the duty of any person or organization to provide for the health or safety of any **Employee** or the public. The **Underwriters** do not warrant the health and safety conditions of the **Insured's** premises or operations or represent that the **Insured's** premises or operations comply with laws, regulations, codes, or standards.

The **Underwriters** may examine and audit the **Insured's** books and records at any reasonable time during the **Policy Period** and up to three (3) years afterward as far as they relate to the subject matter of this **Policy**.

M. Invalidity or Unenforceability

If any provision, or part of any provision, of this **Policy** is found by a court of competent jurisdiction to be legally invalid or legally unenforceable, the other provisions of this **Policy** and the remainder of any partially invalid provision, shall not be affected thereby and shall remain in full force and effect.

N. Notice and Duties in the event of a Circumstance, Claim or Suit

Upon the happening of an **Act of Terrorism** or of any **Circumstance**, that may give rise to a **Claim** for indemnity under this **Policy**, the **Insured** shall:

1. give written notice during or within ninety (90) days after the expiration of the **Policy Period**, to the **Underwriters** through the person or firm named for that purpose in the Schedule.

To the extent possible, notice should include details of:

- a. how, when and where the **Act of Terrorism** took place; and
- b. the names and addresses of any injured persons and witnesses; and
- c. the nature and location of any injury or damage arising out of the **Act of Terrorism**;

Notice of an **Act of Terrorism** is not notice of a **Claim** or **Suit**.

Notice of a **Circumstance** validly notified to **Underwriters** which subsequently gives rise to a **Claim** for which indemnity is provided by this **Policy** shall be deemed to be a **Claim** first made during the **Policy Period**.

2. take all reasonable steps to prevent further **Bodily Injury**, **Property Damage** or expense resulting from the same **Act of Terrorism** and/or **Claim** or **Suit** (or conditions that may give rise to a similar **Act of Terrorism** and/or **Claim** or **Suit**);
3. produce to the **Underwriters** such documents as may be reasonably required by the **Underwriters** for investigating or verifying the **Claim** or **Suit**;
4. immediately notify the Police if a crime is suspected.

It is a condition precedent to coverage that the **Insured** shall notify the **Underwriters** within the timing requirements stated in this General Condition. Any notification made thereafter will not constitute valid notice under this **Policy**.

O. Onus of Proof

In any **Claim** for indemnity under this **Policy**, the **Insured** shall bear the burden of proving:

1. that the indemnity falls to be provided under this **Policy**; and
2. that no limitation or exclusion of this **Policy** applies; and
3. the quantum of any indemnity claimed.

P. Other Insurance

This **Policy** is written as Primary and non-contributory to any other insurance.

The **Underwriters** acknowledge the existence of any policies arranged to apply in excess of the insurance provided by this **Policy** and it is agreed that notwithstanding anything contained in this General Condition, the insurance provided by such excess policies shall be considered as excess and non-contributing insurance insofar as the insurance provided under this **Policy** is concerned and shall be held to attach and cover only after the insurance under this **Policy** has been exhausted.

Q. Policy Modification

The **Named Insured** and the **Underwriters** may request changes to this **Policy**. This **Policy** can be changed only by **Endorsement** issued by the **Underwriters** and made a part of this **Policy**.

Notice to any agent or to the **Insurance Broker**, or knowledge possessed by any agent or the **Insurance Broker**, or by any other person shall not be held to effect a waiver or change in any part of this **Policy**.

R. Protection Maintenance

The **Insured** shall maintain any protection and safeguards provided for any persons and/or safety of property in good order throughout the currency of the **Policy Period** and these shall be in use at all times.

Such protection and safeguards shall not be withdrawn or varied to the detriment of the interests of the **Underwriters** without their consent.

S. Subrogation

In respect of any payment made or to be made under this **Policy**, the **Underwriters** shall be subrogated to all the **Insured's** rights of recovery against any person not entitled to indemnity under this **Policy**, and the **Insured** shall provide all relevant information and assistance in this regard or do whatever else is necessary to secure such rights (including formal assignment of such rights to the **Underwriters** at the **Underwriters'** request).

The **Insured** shall do nothing to prejudice such rights and, in the event the **Insured** prejudices or waives any **Claim** against a third party who is not an **Insured**, the **Underwriters** shall be free from their obligation to indemnify the **Insured** under this **Policy**.

T. Third Party Rights

A person who is not a party to this **Policy** shall not have any rights to enforce any term of this **Policy**.

SECTION VI Complaints and Other Enquiries

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently, and fairly. At all times **We** are committed to providing **You** with the highest standard of service.

If **You** have any questions or concerns about **Your** insurance, **You** should contact the **Insurance Broker**.

If **You** remain unsatisfied or wish to make a complaint, **You** may contact **Us** at:

The Compliance Officer
AEGIS Consortium 9348 at Lloyd's care of AEGIS Managing Agency Limited
25 Fenchurch Avenue,
London EC3M 5AD
United Kingdom.

Email: complaints@aegislondon.co.uk

Telephone: + 44(0)20 7856 7856

Website: www.aegislink.com/portal/london/index.do

Please quote **Your** policy number and/or claim number as appropriate in any correspondence.

In the alternative, or if **You** are dissatisfied with the resolution of **Your** enquiry or **Your** complaint, **You** can do so at any time by referring the matter to the Complaints team at Lloyd's. The contact details are:

Lloyd's Complaints Department
c/o Lloyd's America Inc.
280 Park Avenue, East Tower, 25th Floor,
New York,
New York 10017
U.S.A.
Email: complaints@lloyds.com
Telephone: 1-844-849-7828

Making a complaint does not affect **Your** right to take legal action.

The provisions of this Complaints and Other Enquiries section may be changed by an **Endorsement** issued by the **Underwriters** and made a part of this **Policy**, or by an attachment of a separate Notice to this **Policy**.

Schedule of Values

Street	City	State	Zip	Geo-Coordinates	Effective Date
897 Hawkins Boulevard	El Paso	TX	79915	31.7643477, -106.3825281	

QUOTE

With effect from: 29 April 2025

The Definition 'Underwriters' within Section II. Definitions of the Policy is amended to include the following listing of Insurers, which comprise the AEGIS Consortium 9348:

25% AEGIS Syndicate 1225
15% HAMILTON SYNDICATE 4000
8% ARGENTA SYNDICATE 2121
7.50% APOLLO SYNDICATE 1969
8% CINCINNATI SYNDICATE 0318
10% SCOR SYNDICATE 2015
9% ANTARES SYNDICATE 1274
12.50% CANOPIUS SYNDICATE 4444
5% KI SYNDICATE 9029

All other terms, conditions and limitations of this Policy remain unchanged.