



IR UNDERWRITING SERVICES INC.

Auto Physical Damage Standard Wording Endorsements

SEVERAL LIABILITY NOTICE

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

08/94
LSW1001

SANCTION LIMITATION AND EXCLUSION CLAUSE

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

LMA3100
15 September 2010

AUTOMATIC ADDITIONS AND DELETIONS CLAUSE

Notwithstanding anything contained in the wording attached hereto to the contrary, it is hereby understood and agreed that any additions and/or deletions to the Schedule of Vehicles and resultant amendments to the any one vehicle and/or combined vehicle limits of liability shall be automatically held covered subject to agreement by Underwriters within 30 days of attachment, and the payment by the Assured of any additional premium due.

AIF1450K

BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

06/02/03
NMA2962

ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)

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

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

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

NMA2802
17/12/1997

SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION

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

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

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

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

- (a) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a 'hazardous substance' by the United States Environmental Protection Agency or as a 'hazardous material' by the United States Department of Transportation, or defined

as a 'toxic substance' by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and

(b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

NMA2342

PROPERTY CYBER AND DATA EXCLUSION

1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

1.1 Cyber Loss;

1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such data;
regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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

3 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

5 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

6 Cyber Incident means:

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

6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

7 Computer System means:

7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller

including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

8 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

LMA5401

11 November 2019

TERRORISM EXCLUSION DOCUMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

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

08/10/01

NMA2920

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

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

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

Subject to the Underwriters' rights set forth above:

(a) It is further agreed that the Assured may serve process upon:

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

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

(b) The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon the Underwriters' behalf in the event such a suit shall be instituted.

(c) The right of the Assured to bring suit as provided herein shall be limited to a suit brought in its own name and for its own account. For the purpose of suit as herein provided the word Assured includes any mortgagee under a ship mortgage which is specifically named as a loss payee in this insurance and any person succeeding to the rights of any such mortgagee.

(d) Further, pursuant to any statute of any state, territory or district of the United States of America which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office (the Officer), 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 Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the Officer is authorized to mail such process or a true copy thereof. If this clause is attached to a contract of reinsurance the terms insurance and Assured shall mean reinsurance and Reassured respectively.

CL355A

12 November 2019

DRIVER CRITERIA

This Insurance shall not indemnify the Insured for loss or damage to any automobile otherwise recoverable under this policy unless the automobile is operated by a driver who at inception of this policy or at the date of hire, **whichever is the later:**

- i) is aged between twenty-three (23) and seventy (70) years inclusive, and
- ii) has no critical violations in the past thirty-six (36) months, and
- iii) has no more than one (1) major violation in the past thirty-six (36) months, and
- iv) has no more than five (5) minor violations in the past thirty-six (36) months, and
- v) has no more than one (1) chargeable accident in the past thirty-six (36) months, and
- vi) has a minimum of twenty-four (24) months driving experience during the past thirty-six (36) months, driving equipment similar to that insured under this Certificate.

unless such driver has been accepted in writing by the Underwriters and endorsed on to this policy, with any additional premium paid as required by the Underwriters.

The words **critical violation(s)** shall mean:

- i) Driving while intoxicated (DWI), implied consent, any suspension of the driver's license for failure to submit to alcohol testing,
- ii) Driving under the influence (DUI), implied consent, any drug related violation or any suspension of the driver's license for failure to submit to drug testing.

The words **major violation(s)** shall mean:

- i) Manslaughter or negligent homicide,
- ii) Felony involving a motor vehicle,
- iii) Racing,
- iv) Hit and Run,
- v) Reckless driving,
- vi) License suspension for points,
- vii) Driving while license suspended,
- viii) Fleeing/eluding arrest,
- ix) Multiple driver licenses not reported to the Underwriters,
- x) Driving in excess of 100 miles per hour/160 kilometers per hour

The words **minor violation(s)** shall mean:

Any moving violation(s) other than the major violations and critical violations listed above and the following non- moving violations:

- i) Defective brakes,
- ii) Defective equipment,
- iii) Oversize or overweight

SALVAGE

It is a Condition of this Insurance that in the event of loss or damage covered hereunder, the Underwriters may, at their option, pay the amount stated under the Limit of Liability in the Schedule or the actual cash value (whichever is the lesser amount), less any applicable deductible, and such payment shall entitle the Underwriters to all salvage resulting after such loss or damage.

It is agreed that the Assured shall have first refusal of the bid for salvage.

01/93
LSW544

ACTUAL CASH VALUE

It is a Condition of this Insurance that the Limit of Liability per Automobile shown in the Schedule represents the full actual cash value of the Automobile(s) covered hereon. If not, in the event of loss or damage, the Assured shall only be entitled to recover hereunder such proportion of the said loss or damage as the Limits of Liability bear to the full actual cash value.

LSW545

TOTAL OR CONSTRUCTIVE TOTAL LOSS

It is hereby understood and agreed that in the event of a Total or Constructive Total Loss of any item of property insured during the Period of Insurance specified in the Schedule and the loss is paid by Underwriters then the total premium for that property shall be considered to be fully earned.

This Endorsement shall not apply where State Law or any Premium Finance Agreement would be violated or infringed.

Constructive Total Loss shall be defined as "loss where the cost of recovery and repair would exceed the Limit of Liability shown in the Schedule or the actual cash value (whichever is the lesser amount)".

01/93
LSW546

TOWING AND STORAGE EXTENSION

In the event of a covered loss Underwriters agree to provide coverage for towing and storage. Towing shall be defined as the transportation, moving or carrying of an insured vehicle or vehicles from the scene of a covered loss to the nearest or designated repair facility.

In the event of applicable policy limits being paid by Underwriters the limit stated in the Schedule Page will apply to any towing bill or storage charges submitted in conjunction with a covered loss.

This limitation will apply separately to each scheduled vehicle. Any amount exceeding the amount stated in the Schedule Page per scheduled vehicle will be the responsibility of the Named Assured.

In the event of a partial loss, the limit stated in a schedule will be the maximum Underwriters will pay for Towing and Storage.

AIF1450I

TOWING AND CLEAN-UP EXTENSION CLAUSE

In the event of a loss, a limit of will apply to any towing and cleanup bill submitted in conjunction with a covered loss. This limitation will apply to each and every occurrence. Any amount exceeding the limit will be the responsibility of the named insured.

Towing shall be defined as the transportation, moving, carrying or storing of an insured vehicle or vehicles from the scene of a covered loss to the nearest designated repair facility.

Cleanup shall be defined as cleanup charges incurred following and as a direct result of a covered loss.

The limit hereunder will apply in addition to the Sum Insured of each Scheduled vehicle.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

AIF 1450 M (03/08)

IR UNDERWRITING SERVICES INC.
SMALL ADDITIONAL OR RETURN PREMIUMS CLAUSE (U.S.A.)

NOTWITHSTANDING anything to the contrary contained herein and in consideration of the premium for which this Insurance is written, it is understood and agreed that whenever an additional or return premium of US\$50 or less becomes due from or to the Assured on account of the adjustment of a deposit premium, or of an alteration in coverage or rate during the term or for any other reason, the collection of such premium from the Assured will be waived or the return of such premium to the Assured will not be made, as the case may be.

NMA1168

LOSS PAYEE(S) AND/OR MORTGAGEE(S) AND/OR LIENHOLDERS

Loss Payee(s) and /or Mortgagee(s) and/or Lienholder(s) are automatically included hereon as and where applicable without prior notification to Underwriters, each as their individual interests may appear.

How to Make a Claim

If you need to make a claim, you should immediately contact us or your broker by:

Phone: +44 20 7469 1581 or

Email: claims@iruws.com

Fax: +44 20 7283 0314

Or In writing to us:

FAO: Claims Manager,
IR Underwriting Services Inc,
401 E Las Olas Blvd, Suite 1400
Ft Lauderdale,
Florida 33301
Tel: +1 954 332 2412

You must notify us or your broker no later than 48 hours after which an incident has occurred that may give rise to a loss under this insurance policy, regardless of whether the intentions to file a claim are unclear, to provide insurers the time and opportunity to assess the claim.



How to Make a Complaint

IR Underwriting Services Inc. Complaints Procedure

How to make a complaint: Should you wish to make a complaint against IR Underwriting Services Inc. you may do so either in writing or verbally to the Compliance Officer at:

IR Underwriting Services Inc.
c/o International Risk Underwriting Services Ltd,
4th Floor,
33 Creechurch Lane,
London
EC3A 5EB

Telephone Number: +44 20 7469 1584

Fax Number: +44 207 283 0314

Email: complaints@iruws.com