



IR UNDERWRITING SERVICES INC.

IR Underwriting Services Inc

Motor Truck Cargo Standard Wording Endorsements

SEVERAL LIABILITY NOTICE

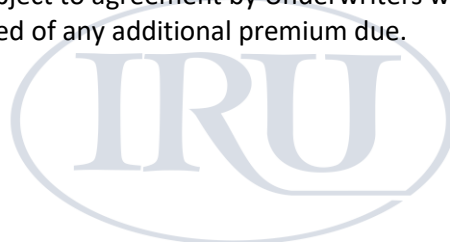
The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason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

08/94 LSW1001 Insurance)

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.

AIF1450I



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

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

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 truck or automobile otherwise recoverable under this policy unless the truck or 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 policy.

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

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



IR UNDERWRITING SERVICES INC.