

# THANK YOU FOR REQUESTING A QUOTE FROM BIGFOOT INSURANCE. THE QUOTE FOR YOUR TINY HOME IS ATTACHED BUT WE WANTED TO LET YOU KNOW WE CAN ALSO PROTECT YOUR VALUABLES!

| ITEMS                    | TOTAL VALUE | RATE      | PRICE                  |
|--------------------------|-------------|-----------|------------------------|
| ROAD BIKE/MOUNTAIN BIKE: | \$          | 6%        |                        |
| CAMERA EQUIPMENT:        | \$          | 2%        |                        |
| LAPTOP/COMPUTERS         | \$          | 3%        |                        |
| SKI EQUIPMENT:           | \$          | 6%        |                        |
| JEWELRY                  |             | 2.5%      |                        |
| HAND TOOLS               |             | 1%        |                        |
| POLICY FEE:              |             |           | \$25.00                |
|                          |             | STATE TAX | Anywhere from 1% to 6% |

Example: Your laptop is worth \$2500 and price would be \$2500 \* 3% = \$75 a year

Example: your mountain bike is worth \$6000. Price would be \$360 a year (plus tax and fee) but includes theft and frame bending)

Policy **DOES NOT** include mysterious disappearance or wear and tear but **DOES** include theft or breakage.

Please add this equipment to my quote

<u>#L</u>

I don't want to insure any special equipment

CERTAIN UNDERWRITERS AT LLOYDS OF LONDON WRITTEN AND SIGNED LINES: 100% SYNDICATE #1729 [DALE] Policy Form: DP-2 Expiring Policy Number: CIG-TH-215153 21

#### YOUR PRODUCER'S NAME AND ADDRESS IS:

Kraft Lake Brokerage - KL 1434 Yankee Doodle Rd Eagan, MN 55121 Phone #: 6513719191 Surplus Lines Broker: One80 Intermediaries Inc.In California dba One80 Programs & Insurance Agency, License# 0H40842

#### PERIOD: 12 Months

| Request to Bind          |   |  |  |  |
|--------------------------|---|--|--|--|
| Requested Effective Date | 9/15/2022                                       |  |  |  |
| Person Requesting Bind   |   |  |  |  |
| Signature of Requestor   | <b>H</b><br>anna Lynch (Aug 21, 2022 17:23 CDT) |  |  |  |
| Date Requested           | Aug 21, 2022                                    |  |  |  |

#### Named Insured & Mailing Address:

Hanna Lynch 7225 Guider Dr Apt 117 Woodbury MN 55125

#### The Residence Premises is Located at: 13035 County Hwy 18 Mazeppa NM 55956

|   |                                 | <b>.</b>               |                                |                            |
|---|---------------------------------|------------------------|--------------------------------|----------------------------|
| Section I - Coverages                       | Limit of Liability for Q        | luote                  | Quote Premium & Fees           |                            |
| COVERAGE A - Dwelling                       | \$90,000                        |                        | Premium                        | \$1,090.00                 |
| COVERAGE B – Other Structures               | N/A                             |                        | Minnesota Stamping Fee         | \$0.48                     |
|   |                                 |                        | Minnesota State Tax            | \$35.70                    |
| COVERAGE C – Personal Property              | N/A                             |                        | Policy Fee - CIG               | \$100.00                   |
| COVERAGE C – Replacement covera             | ae NO                           |                        | Total                          | \$1,226.18                 |
| COVERAGE D – Loss of Use                    | N/A                             |                        |                                |                            |
| EARTHQUAKE COVERAGE                         | NO                              |                        |                                |                            |
| COVERAGE E – Personal Liability             | \$300,000                       |                        |                                |                            |
|   | \$1,000                         |                        |                                |                            |
| COVERAGE F – Medical Payments -<br>Others   | ψ1,000                          |                        |                                |                            |
| Minimum Earned Premium: 25%                 |                                 |                        |                                |                            |
|   |                                 |                        |                                |                            |
| Fees Fully Earned                           | miles of Culf or Atlantic No.   | wind Courses in state  |                                | fueed for Chert Term       |
| NOTE: No wind coverage withing 75<br>Rental | miles of Guif of Atlantic. No   | wind Coverage in state |                                |                            |
| OTHER ITEMS:                                |                                 |                        | IMPORTANT PAYMENT INFORM       | ATION:                     |
| Deductible:                                 | ¢4.000                          |                        |                                |                            |
|   | \$1,000                         |                        | Client Will Pay in Full to CIG | NG and finance the balance |
| Theft coverage for contents:                | EXCLUDED                        |                        | Mortgage Company will send pay |                            |
| Trip Endorsement:                           | YES                             |                        | Agent will send payment to CIG |                            |
| Theft of Tiny Home Coverage                 | YES                             |                        |                                |                            |
| Year Built:                                 | 2019                            |                        |                                |                            |
| i ear Duilt.                                | 2013                            | -                      |                                |                            |
| To Bind we will need:                       |                                 |                        |                                |                            |
| 1. Signed and dated request to              | Bind.                           |                        |                                |                            |
| 2. Signed and completed Applic              |                                 |                        |                                |                            |
|   | idence (at minimum two differen | t sides of tiny home). |                                |                            |
| 4. Proof of Payment.                        |                                 |                        |                                |                            |

- Signed and dated surplus lines form.
- 6. Signed Fraud Statement.
- 7. Signed No Loss Letter or Loss Runs for last 3-5 years.

## Quote Advisory

- Be advised that this quote may not necessarily provide all the terms and / or coverage(s) requested in the submission/application.
- It is the agent's responsibility to analyze and request amendments if necessary. This is summary information only and not intended to list every term, condition, or exclusion of the policy. The final coverage grant is governed solely by company's contract at issuance. Any discrepancy between summary attached and policy is unintentional, however, broker can accept no liability for any such oversight.
- Please review carefully the stipulated binding conditions outlined in or on your packet. We cannot bind until all items are received. Failure to return required documentation will result in delayed effective date as we cannot proceed to issue if there are missing, incomplete, or inaccurate file records returned to CIG underwriting.
- Payment is required PRIOR to our release of any binder or bind request to insurer. Coverage may differ from
  request; terms may be more restrictive. Policy contract when issued is provided by insurer non-admitted in the
  state. There is no direct supervision or jurisdiction of state department of insurance. Insured may not be eligible to
  participate in any state guaranty fund in the event of carrier insolvency. FLAT CANCELLATIONS are not allowed.
  ALL FEES are fully earned at binding and are non-refundable.
- If policy is cancelled for any reason and subsequently underwriters agree to reinstatement, there will be a service charge of \$250 required with no loss attestation prior to issuance of any reinstatement endorsement by insurer.
- Collection Costs: Insured/Agent agrees to pay attorney fee and other collection costs to CIG to the extent permitted by law if this policy is referred to an attorney or collection agency who is not a salaried employee of CIG, to collect any money insured/agent owes under this agreement.

## Additional Products We Offer – Check if you want more info on this quote:

\_\_\_\_\_Umbrella Quote (starting as low as \$250 a million – up to \$10,000,000)

\_\_\_\_\_Flood Quote

\_\_\_\_\_Earthquake Quote

\_\_\_\_\_Personal Articles Quote (jewelry, bicycles, artwork, collections, ski equipment)

CHECK OUT OUR ONLINE QUOTING PLATFORM AT www.bigfootbinds.com

## No Loss Letter

During the last Three (3) INITIAL ONE UNLESS THERE HAVE BEEN CLAIMS!

years we warrant that with respect to the Homeowner or Dwelling or Vacant Home Insurance being applied for:

[ATTACH CLUE REPORT IF THERE HAVE BEEN CLAIMS]

Five (5)

1. I/ we have not sustained a loss

th

2. Have not had a claim made against us

3. Have not been denied coverage for misrepresentation of facts or Insurance Fraud

4. Have no knowledge or a reason to anticipate a claims or loss.

If I have owned the Tiny Home for less than five (5) years, the above warranty applies to my current dwelling and any prior residence up to the three-year period.

I understand that this warranty will be incorporated into the insurance contract.

| Hanna Lynch                                      | Aug 21, 2022 |
|--|--------------|
| Printed Name of person Signing or Trust/LLC Name | Date         |

| Handyl                                      | Aug 21, 2022 |  |
|---|--------------|--|
| Hanna Lynch (Aug 21, 2022 17:23 CDT)        |              |  |
| Signature of Homeowner or LLC/Trust Manager | Date         |  |

Warranty: The purpose of this no loss letter is to assist in the underwriting process information contained herein is specifically relied upon in determination of insurability. The undersigned, therefore, warrants that the information contained herein is true and accurate to the best of his/her knowledge, information, and belief. This no loss letter shall be the basis of any insurance that may be issued and will be a part of such policy. It is understood that any misrepresentation or omission shall constitute grounds for immediate cancellation of coverage and denial of claims, if any. It is further understood that the applicant and or affiliated company is under a continuing obligation to immediately notify his/her underwriter through his/her broker of any material alteration of the information given

|                                  | CATION              |
|----------------------------------|---------------------|
| Customer Name:                   | Hanna Lynch         |
| Effective Date:                  | 9/15/2022           |
| Location Address:                | 13035 County Hwy 18 |
| Location City:                   | Маzерра             |
| Location State:                  | NM                  |
| Location Zip:                    | 55956               |
| Coverage A:                      | \$90,000            |
| Coverage B:                      | N/A                 |
| Coverage C:                      | N/A                 |
| Coverage D:                      | Not Available       |
| Liability Limits:                | \$300,000           |
| Medical:                         | \$1,000             |
| Replacement Cost for Coverage C: | NO                  |
| Theft Coverage for Coverage C:   | EXCLUDED            |
| Earthquake Included:             | NO                  |
| Trip Endorsement Included:       | YES                 |
| Theft of Tiny Home Included:     | YES                 |
| Construction:                    | Frame               |
| Year Built:                      | 2019                |
| Serial Number/VIN:               |                     |
| Length:                          | 24                  |
| Width:                           | 8.5                 |
| Primary Heat Source:             | Propane             |
| Roof Type:                       | Metal               |
| Square Footage (Including Loft): | 220                 |
| Estimated Moves per Year:        | 1                   |
| Deductible:                      | \$1,000             |
| Use of Tiny Home                 | Primary             |
| Name of First Mortgage Company:  |                     |
| Address:                         |                     |
| City:                            |                     |
| State:                           |                     |
| Zip:                             |                     |
| Loan Number:                     |                     |

APPI ICATION

Signature Client & Date

Hanna Lynch (Aug 21, 2022 17:23 CDT)

Handyl

Signature Agent & Date

08/21/2022

Aug 21, 2022 Andrew Schmitz

#### FRAUD NOTICE

To All Prospective Insureds: Any person who knowingly, and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or, for the purpose of misleading, conceals information concerning any fact material thereto, may commit a fraudulent insurance act which is a crime and subjects such person to criminal and civil penalties in many states.

#### To Prospective Insureds In:

**Notice to Colorado Applicants:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company.

Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claiming with regard to a settlement or award payable for insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Notice to District of Columbia and Louisiana Applicants**: "Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

Notice to Florida Applicants: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Notice to Oklahoma Applicants: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

**Notice to Kansas Applicants**: An act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

Notice to Maine, Tennessee, Virginia and Washington Applications: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines and/or denial of insurance benefits.

Notice to Maryland Applicants: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Notice to New Hampshire Applicants:** Any person who, with a purpose to injure, defraud or deceive an insurance company, files a statement of claim containing any false, incomplete, or misleading information is subject to prosecution and punishment for insurance fraud as provided in RSA 638:20.

Notice to New York Applicants: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto,

commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed \$5,000 and the stated value of the claim for each such violation.

**Notice to Pennsylvania Applicants:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for purposes of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

I have read the foregoing and agree that it is true and complete to the best of my knowledge and that this policy, if issued and all renewals thereof are to be issued in reliance upon this information, unless a change in information is supplied to me. I understand that signing this application does not bind me to accept this insurance nor does it bind the company to issue a policy to me.

The Insurer is hereby authorized, but not required, to make any investigation and inquiry in connection with the information, statements and disclosures provided in this Application. The decision of the Insurer not to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the Insurer and shall not estop the Insurer from relying on any statement in this Application in the event the Policy is issued. It is agreed that this Application shall be the basis of the contract should a policy be issued, and it will be attached and become a part of the Policy.

INSURANCE CANNOT BE CONSIDERED FOR BINDING UNLESS THIS APPLICATION IS SIGNED BY THE APPLICANT:

| Applicant's Signature<br>Xitema Lynch Weg 21, 2022 17-23 C07)<br>Xitema Lynch Weg 21, 2022 17-23 C07) | Time: | Aug 21, 2022     |
|---|-------|------------------|
| Agent/Broker Signature<br>× Andrew Schmitz  |       | Date: 08/21/2022 |
|   |       |                  |



1773 S. 8<sup>th</sup> Street, Suite 200 | Colorado Springs | CO | 809055 W: www.One80Intermediaries.com

W: Bigfoot Online Portal

L: Bigfoot Insurance dba One80 Intermediaries Inc. #H40842 L: Bigfoot Specialty Insurance in California dba One80 Intermediaries Inc. #0H40842

### PAYMENT INSTRUCTIONS

## All payments should be submitted through the ePayPolicylink:

https://cig-llc.epaypolicy.com/

- 1. **PAYER** = Provide who's making this payment.
- EMAIL ADDRESS = Provide the email you wish to receive a copy of the receipt that will be emailed.
- 3. **ACCOUNT TYPE** = Indicate who's account your using to make this payment.

4. ACCOUNT NUMBER = Use 99999 as default unless you have been provided a specific account number.

- 5. **ACCOUNT NAME** = Provide the name on the account you are using to make payment.
- 6. **INVOICES** = "Click" to add payment amount. (be sure to type in payment amount)
- 7. **TOTAL OF SELECTED INVOICES** = This will automatically be pre-filled after step 6.
- 8. **PAYMENT TYPE** = Indicate how you're making this payment. Credit Card Payment (3.25% fee) or ACH/eCheck (\$3)
- 9. **PAYMENT INFORMATION** = Provide payment information Card details or eCheck information.
- 10. **NOTES** = Provide your agency name, the insureds name, and/or policy number if known.

\*There is a disclaimer at the bottom, that must be read and acknowledged before you can continue. Be sure to check the box provided - **BEFORE** you submit the payment. \*

**Disclaimer:** Commercial Insurance Group, LLC will pursue to the fullest extent allowed by law, collection directly from agent and/or insured, including but not limited to: 3rd party collection agency, the Agent's Bond, or small claims court. CIG may report agent failure to remit premium to any State insurance authority.

### We can also accept payment in full.

## THIS FORM IS FOR A DRAFT FROM "YOUR" AGENCY TRUST ACCOUNT ONLY. DO NOT PROVIDE INSURED'S INFORMATION OR SEND INSURED'S VOIDED CHECK.

#### **AGENT CHECK DRAFT AUTHORIZATION**

| On          | (Date), I                             | (Account Holder Name), of   |
|-------------|---------------------------------------|---|
|             |                                       | (Company Name), hereby authorize  |
| Commercia   | l Insurance Group, LLC, or our au     | uthorized vendor, to duplicate the attached, or otherwise provided check, |
| in bank dra | ift form.                             |   |
|             |                                       |   |
| This author | ization is valid for this transaction | n only. The transaction amount will be for exactly \$                     |
|             |                                       |   |
| This payme  | ent is for (check one):_Down Pay      | ment_Full Payment_Other of Insurance premiums due for                     |
|             |                                       | (Client/Company Name).  |
|             |                                       |   |
| The unders  | signed agrees to all terms and co     | onditions on this page and any other contract or document that            |
| accompanie  | es this agreement. And certifies      | that they are the authorized account holder for this Account. The         |
| undersigne  | d understands this is a binding a     | agreement and they will receive a copy of each check draft in their bank  |

statement when the item has cleared.

The undersigned also understands that if their item or items, are returned unpaid for any reason, including, but not limited to, NSF, uncollected funds, invalid or closed account, stop payment, or any other reason, Commercial Insurance Group, LLC will attempt to redeposit the item or items, and may choose to assess a returned check charge in the same or separate draft for \$25, or the maximum returned check charge allowed in their State.

| Authorized Account Holder Signature  | Date                            |
|--|---------------------------------|
|  |                                 |
|  |                                 |
| Instructions   |                                 |
| :  |                                 |
|  |                                 |
| 1. Attach Voided CheckHere   |                                 |
| 2. Email this completed form to your underwriter at Bigfoot Insurance, a d | ivision of One80 Intermediaries |

To: Insurance Commissioner

| State of Minnesota                    |        |                         | (State insured is located in) |
|---------------------------------------|--------|-------------------------|-------------------------------|
| Insured Name: Hanna Lynch             |        |                         |                               |
| Coverage Provided: Dwelling           |        |                         |                               |
| I Andrew T Schmitz                    | of     | Andrew Schmitz          | Agency                        |
| (Producer/Agent)                      |        |                         | (Agency Name)                 |
| hereby certify that I have made dilig | gent e | effort to place this in | nsurance with companies       |
| admitted to write business in the sta | te of  | Minnesota               | for this class. I am unable   |

to place the full amount or kind of insurance with companies admitted to transact and who are actually writing the particular kind and class of insurance in this state. I am therefore placing this insurance in the SURPLUS LINES MARKET.

The Insured was expressly advised prior to placement of this insurance in the SURPLUS **LINES** market that:

- A. The Surplus Lines insurer with whom the insurance was placed is not licensed in this state and is not subject to its supervision.
- B. In the event of the insolvency of the SURPLUS LINES insurer, losses will not be paid by the STATE INSURANCE GUARANTY FUND.

Signature of Producing Agent: Andrew Schmitz

Date: 08/21/2022

#### **Carrier Declinations**

Carrier

1. Farmers Insurance

2. Foremost Insurance

3. Travelers Commercial Insurance Company

Reason

1 Doesn't insure risk

2. Doesn't provide theft of tiny home

3. Doesn't insure risk

#### SCHEDULE OF FORMS:

Insurance Coverage is subject to all terms and conditions of this policy and applicable forms listed below.

| $\boxtimes$ | <u>Name</u><br>Base Dwelling Property Inclu              | Form #<br>Ides the following Forms  | Description  |
|-------------|--|---|--|
|             |  | SLC-3<br>TAX STATE FORM<br>CIG-HO-SYND<br>DP 00 02 07 14<br>CIG-HO-PRIV<br>CIG-Agent (2014)<br>LMA5108<br>CIG-T1009<br>CIG-T1010<br>CIG-T1011<br>NMA191<br>NMA5020<br>NMA 1331<br>LMA5019<br>NMA2918<br>NMA2962<br>LSW1135B<br>NMA2962<br>LSW1135B<br>NMA2915<br>NMA2915<br>NMA2915<br>NMA2340<br>CIG-T9920<br>LSW1001<br>LSW3001<br>LMA5021(09/05)<br>DP 04 76 12 02<br>CIG1910T0817<br>CIG1911T0817<br>CIG1915T0817<br>CIG1915T0817<br>CIG1915T0817<br>CIG1919T0817<br>CIG1919T0817<br>CIG1919T0817<br>CIG1919T0817<br>CIG1919T0817<br>CIG1919T0817<br>CIG1919T0817<br>CIG1919T0817<br>CIG1919T0817<br>CIG1919T0817 | Lloyds cover page with declaration page<br>State Tax Form<br>Syndicate List<br>Dwelling Property 2 - Broad From<br>Commercial Insurance Group, LLC Privacy Policy<br>Notice to Retail Producer<br>Microorganism Exclusion<br>Additional Liability Exclusions 2004<br>Brush Fire<br>Total Loss Earned Premium Clause<br>Radioactive Contamination Exclusion<br>Service of Suit Clause<br>Cancellation Clause<br>Asbestos Endorsement<br>War and Terrorism Exclusion Endorsement<br>Biological or Chemical Materials Exclusion<br>Lloyd's Privacy Notice<br>Electronic Data Endorsement B<br>Seepage/Pollution/Contamination Excl./Debris Removal End./Authorities<br>Sanction Limitation and Exclusion Clause Several<br>Liability Notice<br>Premium Payment Clause<br>Applicable Law<br>Actual Cash Value Loss Settlement<br>Fair Rental Value and Additional Living Expense<br>Other Structures<br>Water Limitation Endorsement<br>Coastal Wind and Hail Exclusion<br>Illegal Substance or Controlled Substance Exclusion<br>Liability Exclusion While Attached to a "Motor Vehicle"<br>Policy Territory<br>Trailer Exclusion<br>Actual Cash Value Defined<br>Fire Extinguisher Appliance<br>Short Term Rentals Endorsement |
|             | Dwelling Property Forms (add<br>Dwelling Liability Forms | litional premium charged for th<br>CIG1914T0817<br>CIG1920T0817<br>CIG1921T0817<br>DP 04 73 07 14<br>CIG1922T0817<br>CIGEQ000015  | hese options)<br>Described Location<br>Trip Collision Coverage<br>Personal Property Replacement Cost<br>Limited Theft Coverage<br>Theft of Tiny Home<br>Earthquake   |
|             | Optional Dwelling Liability F                            | orms (if purchased all forms ir<br>DL 24 01 07 14<br>CIG-T9921<br>DL P0 03 07 14<br>CIG2201T0817<br>CIG2202T0817<br>CIG2203T0817  | ncluded)<br>Personal Liability<br>Premise Liability<br>Limited Home Day Care Coverage Advisory Notice To Policyholders<br>Specific Breed Animal Exclusion<br>Livestock Exclusion<br>All-Terrain Vehicle Exclusion  |

| CIG2204T0817 | Swimming Pool or Spa Exclusion   |
|--------------|--|
| CIG2205T0817 | Trampoline Exclusion   |
| CIG2206T0817 | Sexual Molestation, Corporal Punishment/Physical or Mental Abuse Exclusion |
| CIG2207T0817 | Punitive Damages Exclusion   |
| CIG2208T0817 | Mold Exclusion   |
| CIG2209T0817 | Hazardous Substances Exclusion   |
| CIG2210T0817 | Assault and Battery Exclusion  |
| CIG2211T1117 | Exclusion of Marijuana and Marijuana Activity                              |

#### **SERVICE OF SUIT CLAUSE (USA)**

This Service of Suit Clause will not be read to conflict with or override the obligation of the parties to arbitrate their disputes as provided for in an Arbitration provision with this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving dispute arising out o the contact of Insurance (or reinsurance).

It is agreed that in the event of the failure for the Underwriters heron to pay any amount claimed to be due hereunder, the Underwriters heron , at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction with the United States. Nothing in the Clause constitutes or should be understood to constitute a waiver of 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 any State in the United States.

It is further agreed that service of process in such suit may be made upon Mendes and Mount, New York and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

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

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriter heron herby designate the Superintendent, Commissioner or Direct of Insurance or other office specified for that purpose in the stature, of this successor or successor in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contact of insurance (or reinsurance), and hereby designate that above-named as the person to whom the said office is authorized to mail such process or a true copy thereof.

14/09/2005

NMA5020

Form approved by Lloyd's Market Association