



Gallagher

Insurance | Risk Management | Consulting

1 Our agreement

1.1 Your policy

This **policy** is between the **insured** and the **insurer** as declared in the 'Schedule'. This document, together with its 'Schedule' and any attached endorsements is the **policy** which sets out this insurance. It is a legal **policy** so please read all of it carefully. If the **insured** details are incorrect, please return the **policy** immediately to the broker or agent for alteration.

Coverage provided hereon shall follow all terms and conditions of **policy** number(s):

To be advised in respect of **damage** and/or **financial loss**.

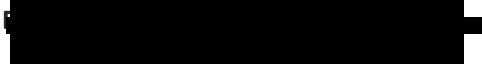
This policy provides cover for Section A – damage and/or financial loss and no coverage is provided under Section B – liability.

(hereafter referred to as the "**associated policy**") except as detailed below.

NOTWITHSTANDING ANY PROVISION OF THE **associated policy** TO THE CONTRARY, INCLUDING ANY PROVISION THAT PROVIDES ALL-RISK OR NAMED PERILS COVERAGE, THIS **policy** CONVERTS COVERAGE TO COVER **damage** and/or non-**damage** (herein Section A) and/or liability (herein Section B) CAUSED BY AN "**act of terrorism**" as described more fully within the 'Schedule' and this **policy**.

Wherever the word "insurance" whether singular or plural appears herein it shall be understood to include reinsurance.

2 Schedule



Declared to

Lineslip: B1262FFC0001121.

Declaration Number: B1262FFC0001121/10.

Insurer: Apollo Syndicate 1969 and Ark Syndicate 4020 as leads on behalf of Underwriters at Lloyd's and others.

Insured: City of Chicago.

Postal Address: Comptroller's Office, Risk Management, 333 South States Street Room 400, Chicago, IL 60604 USA.

Period of Insurance: From: 1st January 2022.

To: 1st January 2023.

Both days at 00.01 a.m. local standard time (LST) at the postal address of the **insured**.

Property insured: As per the **property insured** in the **associated policy**.

Business of Insured: Municipal.

Order: 75%.

Premium In respect of Section A – Damage and/or financial loss

Premium for order: [REDACTED] Excluding applicable taxes.

Premium payable by: 2nd March 2022. **Being 60 days from inception.**

Commission: 25%.

Policy law: State of Illinois.

Policy jurisdiction: United States of America.

Service of Suit: Lloyds America, Inc Attention:
Legal Department
280 Park Avenue, East Tower, 25th Floor
New York, NY 10017.

Territorial Limits: Anywhere within the United States of America and/or Territories of the United States of America other than any exposure located within the referral region and zip code list herein.

Total declared value of interests insured: USD [REDACTED]

Associated policy: **In respect of damage and/or financial loss**

Policy Type: To be advised.

Policy number: To be advised.

(Lead) Insurer(s) of the **associated policy**: To be advised.
Period of the **associated policy**: To be advised.

Overall limit of liability: **Section A – Damage and/or financial loss**

USD 500,000,000 any one **occurrence damage** and **financial loss** combined.

The overall **limit of liability** is inclusive of any day one uplifts contained in the **associated policy**.



Sub-Limit of liability to Section A: All as per the **associated policy** except:

(a) **Sub-limit of liability** applies any one **occurrence** and in the annual aggregate during the **period of insurance** and

(b) Where a **sub-limit of liability** stated below is lower than the **limit of liability** provided by the **associated policy**, the lower limit shall apply:

- | | | |
|-------|--|--|
| i. | Brand rehabilitation: | 10% of the overall limit of liability or

USD 500,000 whichever the lesser but this extension is only operative where such cover is not provided for within a financial loss settlement under the associated policy . |
| ii. | Claims preparation: | 10% of the overall limit of liability or

USD 500,000 whichever the lesser. |
| iii. | Contingent Financial Loss
(Customer and Supplier
contingent extra expense) | USD 5,000,000 |
| iv. | Damage to property at any
unspecified third party site: | Other than sites included in the referral region and zip code list USD 500,000 damage / financial loss combined. |
| v. | Damage to property while in
Transit: | USD 500,000 damage / financial loss combined. |
| vi. | Denial of Access: | USD 5,000,000 |
| vii. | Seepage Contamination and
Pollution/Clean up: | USD 5,000,000 |
| viii. | Utilities: | USD 5,000,000 |
| ix. | Attraction: | USD 5,000,000 |
| x. | Contract works: | USD 5,000,000 |
| xi. | Extinguishment Expenses: | USD 500,000 |
| xii. | Threat: | USD 5,000,000 |

Excess: Section A – Damage and/or financial loss

USD 250,000 any one **occurrence** for **damage** and **financial loss** combined.

All sub-**limit of liability** as specified below:

Brand Rehabilitation: 10% any one **occurrence**.

Contingent Financial Loss: 5 hours any one **occurrence**.

Denial of Access: 12 hours any one **occurrence** unless the **occurrence** is designated a crime scene by a **public authority** and/or **military authority** when 24 hours any one **occurrence** shall apply.

48 hours any one occurrence in respect of airports/train stations/ports.

Utilities: 5 hours any one **occurrence**.

Attraction: 7 days any one **occurrence**.

Threat: 2 hours any one **occurrence**.



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US Classification: U.S. Surplus Lines.

N.A.I.C Codes: Not Applicable.

State of filing: Illinois.

Country of Origin: United States of America.

Overseas Broker: Arthur J Gallagher, 2850 Rolling Meadows, IL 60008.

Allocation of Premium to coding:
TO = 20%
6T = 80%

Regulatory Client Classification: Large Risk.

Surplus Lines Broker and licence No: Arthur J Gallagher, 2850 Rolling Meadows, IL 60008.
Miles Shepp: 1450775.

Cover holder: Arthur J Gallagher,
The Walbrook Building,
25 Walbrook,
London,
EC4N 8AW

Claims Notification Arthur J. Gallagher (UK) Limited Claims Division.
67 Lombard Street
London
EC3V 9LJ
gallagherclaimsuk@ajg.com
+44(0) 20 7204 8955

3 Definitions - Section A and Section B (as applicable)

The following words will have the same meaning attached each time they appear in this **policy** in **bold** type face, whether with a capital first letter or not. Where the context so admits or requires, words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine. All headings within the **policy** are included for convenience only and will not form part of this **policy**.

3.1 Act of terrorism

Act of terrorism means an act or series of acts, involving the use of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organization, 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.

For the avoidance of doubt an 'act of terrorism' shall include an **act of sabotage**.

3.2 Act of sabotage

Act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

3.3 Arbitration

If the **insured** and the **insurer** fail to agree in whole or in part regarding any aspect of this **policy**, each party shall, within ten (10) days after the demand in writing by either party, appoint a competent and disinterested arbitrator and the two chosen shall before commencing the arbitration select a competent and disinterested umpire. The arbitrators together shall determine such matters in which the **insured** and the **insurer** shall so fail to agree and shall make an award thereon, and if they fail to agree, they will submit their differences to the umpire and the award in writing of any two, duly verified, shall determine the same.

3.4 Ascertained net loss

Ascertained net loss shall mean continuing fixed expenses payable when **gross revenue** falls below **fixed expenses**.

3.5 Associated policy

Associated policy means the associated policy(ies) stated in the 'Schedule'.

3.6 Attraction properties

Attraction properties shall mean properties, not owned or operated by the **insured**, which attract potential customers to the **vicinity** of the premises of the **insured**.

3.7 Biological

Biological agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s), including genetically modified organism(s) and chemically synthesized toxins) which cause illness and/or death in humans, animals, plants or contaminates real or personal property

3.8 **Bodily Injury**

Bodily injury shall mean all physical injury to a human being including death, sickness, disease or disability and all mental injury, anguish or shock to such human being resulting from such physical injury.

3.9 **Business**

Means the activities of the **insured** as stated within the 'Schedule' including but not limited to:

- a) provision and management of canteens, sports, social and welfare and medical organisations for the benefit of an employee of the **insured** and/or their pensioners, sponsorships, medical, dental, nursing, first aid, fire, rescue and ambulance services, principally in connection with but not limited to the operations of the **insured**,
- b) provision of security services for the benefit of the **insured**,
- c) provision of nursery, crèche or child care facilities where incidental to the business,
- d) ownership and leasing of property for purposes incidental to the business, including repair, refurbishment and maintenance of such property,
- e) organisation of and participation in exhibitions, trade fairs, conferences and the like,
- f) private work undertaken by any employee for any fellow employee, director, or executive of the **insured**,
- g) employment of subcontractors for performance of work on behalf of the **insured**,
- h) organisation of charitable events or similar fund raising activities,
- i) sponsorship of events, organisations, entities and individuals,
- j) repair, maintenance and servicing of own mechanically propelled vehicles,
- k) sale or disposal of own property and goods, including owned mechanically propelled vehicles,
- l) provision of gifts and promotional material incidental to the **business**.

3.10 **Cancellation (In respect of an event only, for policy cancellation see conditions 10.3)**

Cancellation means the inability to proceed with any or all of an **event** prior to commencement.

3.11 **Chemical**

Chemical agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or contaminates real or personal property.

3.12 **Claim**

The word "claim(s)", wherever used in this **policy**, shall mean that part of each written demand received by the **insured** for monetary damages covered by this **policy**, including the institution of **arbitration** proceedings. The term "claim" shall not include a demand for an injunction or any other non-monetary relief.

3.13 **Damage**

Damage means physical loss, destruction or physical damage.

3.14 Defence expenses

The **insurer** shall not be called upon to assume the handling or control of the defence or settlement of any **claim** made against the **insured** but the **insurer** shall have the right, but not the duty, to participate with the **insured** in the defence or settlement of any **claim** which may be indemnifiable in whole or in part by this **policy**.

The **insurer** will indemnify the **insured** for their several shares of any **defence expenses** incurred after exhaustion of the underlying amount or each **occurrence** retention and/or **excess**, whichever is the greater, provided the prior written consent of the **insurer** is obtained before those **defence expenses** are incurred and always subject to the **limits of liability** set out in the 'Schedule'.

The **insured** shall not admit liability for or settle any **claim** which may be indemnifiable in whole or in part by this **policy** without the written consent of the **insurer**.

3.15 Event

Event shall mean an organized public, social or sporting occasion.

3.16 Excess

Excess means the first part of each **claim** or loss and which is payable by the **insured** before the **insurer** makes any payment under this **policy**. The **excess** in respect of each **occurrence** will be the amount stated in the 'Schedule'. The **limit of liability** stated in the 'Schedule' is in excess of and is not reduced by the amount of any **excess**. In the event that more than one **excess** applies then only the higher excess will apply in respect of each **occurrence**.

3.17 Expenses

Expenses shall mean the total of **fixed expenses** and **variable expenses** associated with the **property insured**. Expenses which have not been declared to and agreed by the **insurer** shall not be covered by this **policy**.

3.18 Financial loss

Financial loss means loss resulting from interruption of and/or interference to the **business** of the **insured** in respect of **damage** and/or non- **damage** caused by an **act of terrorism**.

For the purpose of this **policy** financial loss shall also include increased cost of working and/or additional increased cost of working and/or **gross revenue** and/or gross profit and/or **net profit** and/or loss of rent and/or as otherwise more fully defined within the **associated policy**.

3.19 Fixed Expenses

Fixed expenses shall mean the total of all costs and charges which do not vary depending on revenue.

3.20 Gross Revenue

Gross revenue means the money paid or payable to the **insured** for goods sold and delivered and for services rendered in the course of the **business** at the **property insured** during the indemnity period being adjusted to allow for all material trends, variations or changes in market conditions which would have affected the gross revenue of the **insured** in the absence of the **occurrence**. Any reduction in gross revenue that is not specifically attributable to the **occurrence** shall not be covered by this extension.

The extension shall not cover any reductions in gross revenue or insufficient interest prior to the **occurrence** for any **property insured**.

3.21 Insurer

Insurer means subscribing insurers and or reinsurers as named in the 'Schedule' and the attaching appendix B.

For the avoidance of doubt the term 'insurer' applies to underwriters of insurance but also to reinsurance as applicable where they would be deemed a reinsurer.

3.22 Insured

Insured means:

- a) the person, persons or corporate body or other entity named in the **policy** 'Schedule'; or
- b) the insured's subsidiary companies which have been notified to and accepted by the **insurer** in writing;

and other interested parties covered on the **associated policy** for which there is applicable **limit of liability** shown in the 'Schedule'.

3.23 Limit of liability

The limits of liability shall mean the maximum amounts the **insurer** will pay for all **claim(s)** or losses arising from all **occurrences** as stated in the 'Schedule' as provided under the 'Insuring clause'. Where a **limit of liability** is stated in the '**Schedule**' as in the aggregate, that aggregate is the maximum the **insurer** will pay for all **occurrence** during the **period of insurance**.

3.24 Military authority

Military authority shall mean a military or security authority operating on behalf of a state recognised by the United Nations.

3.25 Net Profit

Net profit shall mean any profit derived from **business** operations carried on by the **insured** at a **property insured**, consisting of **gross revenue** less all **expenses** reasonably incurred by the **insured** to generate such **gross revenue**.

3.26 Nuclear

Nuclear shall mean a device which derives its destructive force from nuclear reactions of fission or fusion which triggers nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination; however, such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused.

3.27 Occurrence

Occurrence means any one loss and/or series of losses occasioned by, happening through, arising out of and in consequence of any one **act of terrorism** for the same purpose or cause. The duration and extent of any one occurrence shall be limited to all losses sustained by the **insured** during any period of seventy-two (72) consecutive hours. However, no such period of seventy-two (72) consecutive hours may extend beyond the expiration of this **policy** unless **damage** first occurs prior to expiration. No period of seventy-two (72) consecutive hours shall commence prior to the attachment of this **policy**.

3.28 Period of insurance

Period of insurance means the period stated in the 'Schedule'.

3.29 Policy

Policy means this document, including the '**Schedule**' or certificate of insurance issued in substitution and any endorsements attaching to this document or the '**Schedule**' that will be considered part of the legal policy.

3.30 Postponement

Postponement means the inability to proceed with any or all of an **event** prior to commencement.

3.31 Property insured

Property insured means the insured property as per the **associated policy**.

3.32 Public authority

Public authority shall mean a Federal, State, County, Town, Council, Municipality or other local government agent with authority to build, operate or maintain public facilities.

3.33 Radiological

Radiological shall mean any radiological isotope or radioisotope which includes but is not limited to a natural or artificially created isotope of a chemical element having an unstable nucleus that decays, emitting alpha, beta or gamma rays which causes illness and/or death in humans, animals, plants or contaminates real or personal property.

3.34 Referral region and zip code list

None.

3.35 Ultimate Net Loss

The words "ultimate net loss", wherever used in this **policy**, shall mean the amount the **insured** is obligated to pay, by judgement or settlement, as damages resulting from a **claim**, including **defence expenses** in respect of such **claim** arising out of an **occurrence**.

3.36 Underlying amount/each occurrence retention

Only that part of any payment constituting **ultimate net loss** shall deplete the underlying amount and/or each **occurrence** retention set out in the 'Schedule'. Regardless of the number of **claim(s)** made against the **insured**, where the underlying amount is in respect of each **occurrence**, the **insured** shall always be liable for either the underlying amount or each **occurrence** retention, whichever is the greater, in respect of each and every **occurrence**.

3.37 Variable Expenses

Variable expenses shall mean costs and charges that change in proportion to the activity of the **business**.

3.38 Vicinity

Vicinity shall mean within a ten (10) mile radius of the **property insured unless the property insured** is located within the following US zip codes:

Chicago 60601 through to 60611, New York City 10001 through to 10029, then 10036, 10038, 10047 and 10048, San Francisco 94102, 94103, 94104, 94105, 94107, 94108, 94109, 94110, 94111 in which case vicinity shall mean within a half (0.5) kilometre (being 0.310 mile) radius of the **property insured**.

4 Insuring clause

4.1 Property damage in respect of Section A

The **insurer** will indemnify the **insured** up to the overall **limit of liability** stated in the 'Schedule' for:

- a) **damage to property insured by an act of terrorism;**
- b) **financial loss** resulting from **damage** by an **act of terrorism**, to any building or other **property insured** that is used by the **insured**, for the purpose of the **business**;

occurring during the **period of insurance** at the premises within the 'Territorial limits' as stated in the 'Schedule' or as otherwise expressly provided herein.

Provided that the **insurer** liability under this **policy** shall not exceed the overall **limit of liability** or in respect of any item its sum insured or any other relevant **limit of liability** or sub-**limit of liability** stated in the 'Schedule'.

Payment of an indemnity under this clause is dependent upon the **insured** maintaining the **associated policy** in full force and effect for the duration of the **period of insurance**. However, if one or more of the **associated policy** is allowed to lapse it shall not prejudice cover under this **policy** in so far as loss, but for the happening of an **act of terrorism**, would be recoverable under another **associated policy**.

This **policy** incorporates the 'Schedule' and endorsements, which shall be read together as one contract. Words and expressions to which specific meaning is given in any part of this **policy** shall have the same meaning wherever they appear.

4.2 Liability in respect of Section B (If covered herein)

This is a claims made **policy** which applies only to a **claim** first made against the **insured** during the **period of insurance**. This **policy** is not subject to the terms and conditions of any other insurance other than as specified within the applicable **associated policy**.

In consideration of the payment of the premium set out in the 'Schedule' the **insurer** agrees subject to the insuring agreements, conditions, exclusions, definitions and declarations contained in this **policy**, to indemnify the **insured** in respect of their operations, for their **ultimate net loss** by reason of the liability imposed upon the **insured** by law for monetary damages in respect of:

- (a) A **claim** first made against the **insured** during the **period of insurance** set out in the 'Schedule'; or
- (b) A **claim** or circumstances likely to give rise to a **claim** insured hereunder that are reported in writing to the **insurer** within 90 days after the expiry of this **policy**

provided always that such a **claim** arises out of an **occurrence** as defined herein that takes place during the **period of insurance**, for **bodily injury** and/or **damage** and/or **defence expenses** resulting solely and directly from an **act of terrorism** as defined herein.

5 Application of associated policies

- 5.1 Except as otherwise provided herein at paragraphs a) to h) below, this **policy** is subject to the same basis of settlement, terms and conditions, definitions, extensions and other provisions as the **associated policy**, and it is agreed that those provisions are expressly incorporated from the **associated policy** into this **policy**.

The provisions which are not expressly incorporated from the **associated policy** are as follows:

- a) the premium;
- b) the overall limit;
- c) any provision relating to the reinstatement of sums insured or limits;

- d) any terms which provide for adjustments of premium based upon declarations on expiry or during the period of insurance;
- e) any terms which provide for the addition of locations in the **referral region and zipcode list**;
- f) the deductible(s) or excess(es);
- g) any renewal or long term agreement;
- h) exclusions.

5.2 For the avoidance of doubt, it is further agreed that the express provisions of this **policy** shall prevail over any provisions incorporated from the **associated policy** where such provisions are incompatible with each other.

5.3 Such incorporation shall apply to any mid-term adjustments or amendments to the **associated policy** (other than the addition of locations in the **referral region and zipcode list** per e) above) and notwithstanding that a copy of the **associated policy** may not have been provided to the **insurer** either in advance of this **policy** being agreed or at all.

5.4 Where loss, but for the happening of an **act of terrorism**, would be recoverable under more than one **associated policy** such loss shall be recoverable hereunder and adjusted under the relevant terms of the **associated policy** which provides the most favorable result to the **insured**, such judgement being made at the sole discretion of the **insured**.

6 Application of sub-limits of liability

The sub-limits of liability shown in this **policy** and/or the **associated policy** apply in the annual aggregate for all **property insured** and coverages.

Each sub-limit of liability stated in this **policy** and/or the **associated policy** applies as part of, and not in addition to, the overall policy limit for an **occurrence** insured hereunder.

Each sub-limit of liability is the maximum amount potentially recoverable from all insurance layers combined for all insured loss, **damage**, expense, **financial loss**, time element or other insured interest arising from or relating to that aspect of the **occurrence**, including but not limited to type of property, construction, geographic area, zone, location, or peril.

This clause takes precedence over and, if in conflict with any other wording in the **associated policy** bearing on the application of sub-limits of liability, replaces that wording.

7 Extensions – Section A - Damage

Notwithstanding the exclusions of this **policy** or the **associated policy**, **damage** hereunder is extended to include:

7.1 Brand rehabilitation

In the event of **damage** to **property insured** under this **policy** by an **act of terrorism**, the **insurer** will pay:

- a) advertising costs; and/or
- b) cost of crisis public relations consultancy (provided by Arthur J Gallagher consultants and/or to be agreed on a case by case basis)

necessarily and reasonably incurred by the **insured** for up to a maximum of 30 (thirty) days starting at the time of the **damage**, for the sole purpose of avoiding or diminishing a reduction in turnover or resuming or maintaining normal **business**.

Provided that the **act of terrorism** giving rise to a claim under this **policy** results in **damage** hereby insured exceeding ten percent (10%) of the overall **limit of liability** hereon.

This extension is only operative where such cover is not provided for within a **financial loss** settlement under the **associated policy**.

Subject to the **excess**, the maximum liability of the **insurer** shall not exceed the sub-limit of liability stated in the 'Schedule'.

7.2 Changes in values, additions and deletions

- a) This **policy** is extended to automatically include any:
- i. increase in insured values at existing **property insured** following a revaluation of **property insured**;
 - ii. increase in insured values at existing **property insured** due to any construction, renovation, installation and/or repair work at such locations;
 - iii. additional **property insured** and/or interest of the type already insured by this **policy** which may be acquired or otherwise become at the risk of the **insured** during the **period of insurance**;
 - iv. unintentional omission or error in the declaration or valuation of the **property insured**;
- provided always that:
- A. the total increase in insured values during the **period of insurance** does not exceed fifteen percent (15%) of the values at risk declared in the 'Schedule' at inception; and
 - B. additional property and/or interests stated in a) above does not relate to any property located within countries not covered on the schedule of **property insured** declared at inception, or locations included in the **referral region and zipcode list**; and
 - C. any unintentional error in the declaration or valuation of the **property insured** must be reported by the **insured** to the **insurer** when discovered and corrected.
- b) If the total change in insured values during the **period of insurance** is fifteen percent (15%) or less for additions or ten percent (10%) or less for deletions of the values at risk declared in the 'Schedule' at inception, there shall be no additional or return of premium.
- c) If the increase in insured values during the **period of insurance**:
- i. exceeds fifteen percent (15%) of the values at risk declared in the 'Schedule' at inception; or
 - ii. in the event of coverage being required for additional property and/or interests stated in a) (iii) above relates to any property located within countries not covered on the schedule of **property insured** declared at inception or locations included in the **referral region and zipcode list**,
- then information is to be provided to the **insurer** before such increase in insured values and/or such additional property and/or interests becomes at the risk of the **insured**, and if such property is accepted by the **insurer**, an additional premium may be determined and payable at that time.
- d) If the total decrease in insured values during the **period of insurance** exceeds ten percent (10%) of the values at risk declared in the 'Schedule' at inception, a return premium may be determined and payable at that time.

7.3 Claims preparation expenses

In the event of **damage to property insured** under this **policy** by an **act of terrorism**, the **insurer** will pay expenses reasonably incurred by the **insured** or representatives of the **insured** for preparing and presenting details of a valid claim under this **policy**.

Coverage will not include the fees and costs of attorneys, public adjusters and loss appraisers, all including any of their subsidiary, related or associated entities either partially or wholly owned by them or retained by them for the purpose of assisting them.

Subject to the **excess**, the maximum liability of the **insurer** shall not exceed the **sub-limit of liability** stated in the 'Schedule'.

7.4 Contract Works

This **policy** extends to include the permanent and/or temporary works forming part of any insured contract at the **property insured** including materials incorporated or to be incorporated therein. This shall include all **property insured** or for property for which they are responsible as principal or employer but not building or machinery of a prototype or experimental nature and only in respect of extensions or additions to existing buildings, structures or facilities at an already established location.

Subject to the **excess**, the maximum liability of the **insurer** shall not exceed the **sub-limit of liability** stated in the 'Schedule'.

7.5 Extinguishment Expenses

The **insurer** will pay the reasonable costs incurred by the **insured** in

- a) refilling fire extinguishing appliances
- b) recharging gas flooding systems
- c) replacing used sprinkler heads
- d) refilling sprinkler tanks where costs are metered
- e) resetting fire and intruder alarms and closed circuit television systems and similar equipment

all in consequence of **damage** as insured hereby

The **insurer** will also pay the reasonable costs charged by any **public authority** relating to the extinguishing or fighting of fire.

Subject to the **excess**, the maximum liability of the **insurer** shall not exceed the **sub-limit of liability** stated in the 'Schedule'.

7.6 Loss Control

Notwithstanding any provision to the contrary within this **policy** or the **associated policy**, it is understood and agreed that this **policy** includes cover against **damage to property insured** directly caused by the actions of the government of the state (or its **military authority**) where the **property insured** is located, in suppressing, controlling or minimizing the consequences of an **act of terrorism**, as insured by this **policy**.

The **insurer** will only provide this cover if such **damage** is directly caused by the actions of the government of the state (or its **military authority**) where the **property insured** is located and such **damage** takes place during the **occurrence** of an **act of terrorism**.

If the **insured** is eligible for compensation or indemnity under any government compensation plan or other similar scheme in respect of the **damage** described above, this **policy** shall be excess of any payment due from such plan or scheme.

7.7 Public Authorities and increased cost of construction

This **policy** shall cover the increased construction cost of **damage** sustained at/or destroyed at **property insured** (including the additional loss sustained in demolishing any undamaged portion of the buildings, or structures) that may be incurred solely by reason of the necessity to comply with any law or ordinance which regulates the use of, and/or the building materials permitted to be used at, the **property insured** where the **damage** occurred.

PROVIDED always that such laws or ordinances shall predate the **occurrence** of the loss or **damage** and

- (a) The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the **insured** subject to the liability of **insurer** not being thereby increased) must be carried out within 36 months of the date of **damage** or within such further period as the **insurer** may allow, otherwise no payment beyond the amount which would have been payable under the **policy** if this clause had not been incorporated herein shall be made.
- (b) Where any **property insured** suffers **damage** or is destroyed in part only the liability of the **insurer** shall not exceed the sum representing the cost, which the **insurer** could have been called upon to pay for reinstatement if such **property insured** had been wholly destroyed.

7.8 Seepage and Pollution

This **policy** is extended to cover if an **act of terrorism** at **property insured** is the sole, immediate and direct cause of seepage and/or pollution involving discharge of pollutants or contaminants including but not limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance. This includes but is not limited to any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment and/or pollution and/or contamination of the **property insured** (including seepage and/or pollution and/or contamination involving **chemical** and/or **biological** and/or **radiological** and/or **nuclear** material) This extension, subject to the **occurrence** insures the resulting **damage** along with the reasonable and necessary expense incurred by the **insured** for clean-up provided:

- a) The **insurer** agrees to pay for **damage** or, but for the operation of an **excess** or underlying amount would have agreed to pay for the **damage**: and
- b) Within one year of the commencement of the **act of terrorism** which caused the **damage**, the **insured** became aware and advised the **insurer** the amount of:
 - i) The resulting **damage** and the reasonable and necessary expense incurred by the **insured** for clean-up; and
 - ii) Any other interest to be claimed under this extension as a result of the **damage**.

Notwithstanding the foregoing, the cost of resulting **damage** and the reasonable and necessary expense incurred by the **insured** for clean-up shall not be considered in determination of the valuation of the **property insured**.

Subject to the **excess**, the maximum liability of the **insurer** shall not exceed the sub-limit of liability stated in the 'Schedule'.

8 Extensions – Section A - Financial Loss

Notwithstanding the exclusions of this **policy** or the **associated policy**, cover hereunder is extended to include:

8.1 Denial of access including public and/or military order

- a) **Financial loss** resulting from interruption to the business of the **insured** caused by an **act of terrorism** within a two and a half (2.5) mile radius of the boundary of **property insured** where such **act of terrorism** prevents access to or egress from such **property insured**.
- b) **Financial loss** resulting from interruption to the business of the **insured** in consequence of closure, requisition or sealing off of **property insured** or any right of way to such **property insured** by order or action of **public authority** and/or **military authority** caused by an **act of terrorism** within a two and a half (2.5) mile radius of the boundary of the **property insured**.

The two and a half (2.5) mile radius as referenced in a) and b) above is from the boundary of the **property insured** unless the **property insured** is located within the following US zip codes:

Chicago 60601 through to 60611, New York City 10001 through to 10029, then 10036, 10038, 10047 and 10048, San Francisco 94102, 94103, 94104, 94105, 94107, 94108, 94109, 94110, 94111 in which case vicinity shall mean within a half (0.5) kilometre (being 0.310 mile) radius of the **property insured**.

The maximum indemnity period under this extension is: 30 days

Subject to the **excess**, the maximum liability of the **insured** shall not exceed the sub-limit of liability stated in the 'Schedule'.

8.2 Utilities

Financial loss resulting from interruption to the **business** of the **insured** caused by **damage** by an **act of terrorism**, to installations and/or equipment, pipes, lines, wires and the like used for the supply of gas, electricity, water, effluent, telecommunications or internet provision services which results in failure of supply or services at the terminal ends of the service feeders or receivers or meters at the premises.

The maximum indemnity period under this extension is: 30 days

Subject to the **excess**, the maximum liability of the **insurer** shall not exceed the sub-limit of liability stated in the 'Schedule'.

8.3 Contingent Financial Loss (Direct Customers / Suppliers Contingent Extra Expense)

Loss resulting from interruption of the **business** of the **insured** caused by **damage** by an **act of terrorism** to property, otherwise excluded by this **policy**, that impairs a) direct supplier(s) of goods and/or services to the **insured** from rendering and/or delivering their goods and/or services, or b) direct customer(s) of goods and/or services of the **insured** from accepting the goods of the **insured** and/or services.

Subject to the **excess**, the maximum liability of the **insurer** shall not exceed the sub-limit of liability stated in the 'Schedule'.

8.4 Interdependency

This **policy** shall cover **financial loss** at **property insured** by this **policy**, resulting from **damage** at another **property insured** hereunder.

8.5 Attraction

See appendix A



8.6 Threat

This **policy** is extended to include if the **business** of the **insured** is interrupted as the sole and direct result of a threat of an **act of terrorism** during the **period of insurance** which results in:

- a) The evacuation of **property insured** by order of a **public authority** and/ or **military authority** in response to
such a threat; or
- b) An evacuation of **property insured** initiated by the **insured** in response to such a threat. The **insurer** will only provide this cover if the threat of an **act of terrorism** is:
 - i. Made against the **insured**, and
 - ii. To take place at the evacuated **property insured**; and
 - iii. Reported to a **public authority** and/ or **military authority** at the time such threat is made, and
 - iv. Subsequently confirmed in writing by a **public authority** and/or **military authority**; or
- c) An emergency lockdown of **property insured** by order of a **public authority** and/or **military authority** in response to such a threat preventing people from exiting the **property insured**; or
- d) A denial of access to **property insured** by order of a **public authority** and/ or **military authority** in response to such a threat;

The **insurer** will pay up to the sub-limit of liability, for the **financial loss** sustained by the **insured** during the **period of insurance** resulting solely and directly from the **financial loss** at the **insured property**.

The **insurer** will only provide this cover if the evacuation or emergency lockdown of a **property insured** or denial of access to a **property insured** applies for longer than the **excess** stated in the 'Schedule'.

This extension does not include any loss arising from **damage** caused by an **act of terrorism** or any costs relating thereto.

The maximum indemnity period under this extension is: 14 days

Subject to the **excess**, the maximum liability of the **insurer** shall not exceed the sub-limit of liability stated in the 'Schedule'.

9 Exclusions - Section A and Section B (as applicable)

Other than in respect of cover expressly provided herein, in addition to the exclusions of the **associated policy**, this **policy** does not cover:

9.1 Attraction properties

Financial loss in respect of cover provided for under any attraction properties extension or any clause which has the same or substantially the same intent or effect in the **associated policy** other than to the extent that cover may be expressly provided herein.

9.2 Confiscation

Damage or **financial loss** arising from the confiscation, nationalisation, expropriation, requisition, detention, seizure, legal or illegal occupation, embargo, quarantine, contraband or illegal transportation or illegal trade or any result of any order of **public authority** or government/**military authority** which deprives the **insured** of the use or value of the **property insured**.

9.3 Excluded property

- a) land or land values, soil, air or water;
- b) aircraft or any other aerial device, or watercraft. However, this exclusion does not apply to spare parts, materials or aircraft engines for installation or repair, but not yet a part of the aircraft or aircraft engines attached to aircraft for the purpose of transit and not connected to any power and/or fuel source;
- c) animals, plants and living things of all types, other than trees and plants which form part of landscaped areas at the premises or as specifically agreed by the **insurer**;

9.4 Excluded coverage

- a) **cancellation** and/or **postponement** of an **event** or series of **event(s)**;
- b) **liability** and/or **bodily injury** arising from the use of an automobile.
- c) loss as a result of physical, mental or **bodily injury** to any person;

9.5 Fines and penalties

Any fine or penalty or other assessment which is incurred by the **insured** or which is imposed by any court, government agency, civil or **public authority** or any person.

9.6 Information technology

Damage or **financial loss** caused by attacks by electronic means including computer hacking or the introduction of any form of computer virus or corrupting or unauthorized instructions or code or the use of any electromagnetic weapon.

This exclusion shall not operate to exclude losses (which would otherwise be covered under this **policy**) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

9.7 Nuclear

Damage or **financial loss** arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused.

9.8 Pollution, chemical, biological, nuclear and radiological

- a) **Damage** or **financial loss** caused by **chemical, biological, radiological** or **nuclear** release or exposure of any kind;
- b) **Damage** or **financial loss** directly or indirectly arising from or in consequence of the seepage and/or discharge of pollutants or contaminants including but not limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment unless otherwise specifically insured herein,

but this shall not exclude **damage to property insured** or **financial loss** resulting therefrom caused by seepage and/or pollution and/or contamination (including that involving **chemical** and/or **biological** and/or **radiological** and/or **nuclear** and/or mineral agent release) which itself results from **damage to property insured** caused by an **act of terrorism** up to the sub-limit of liability stated in the 'Schedule', provided that such **damage** is derived from pollutants and/or contaminants which are owned by, or in the care, custody or control of the **insured** at the **property insured** and used by the **insured** for the purpose of business.

9.9 Strikes, riots or civil commotions

Damage or **financial loss** caused by malicious damage, strikes, riots or civil commotion.



9.10 Threat

Damage or financial loss as a result of a threat other than to the extent that cover may be expressly covered herein.

9.11 Unspecified third parties

Financial loss in respect of cover provided for under any unspecified third party site or utilities extension or denial of access extension or any clause which has the same or substantially the same intent or effect other than to the extent that cover may be expressly provided herein.

9.12 Utilities

Damage or financial loss caused by cessation, fluctuation or variation in or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service other than to the extent that cover may be expressly provided herein.

9.13 War

Damage or financial loss occasioned directly or indirectly by war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or government entities, civil war, rebellion, revolution, insurrection, martial law, usurpation of power, or civil commotion assuming the proportions of or amounting to an uprising.

9.14 Employer's liability and/or workers' compensation

From or as a result of **bodily injury** to an employee or contract worker of the **insured** or arising under any workers' compensation, unemployment compensation or disability laws, statutes, or regulation.

10 Conditions

All as per the **associated policy** except as stated below.

10.1 Abandonment

There shall be no abandonment to the **insurer** of any **property insured**.

10.2 Automatic reinstatement

Any clause included in the **associated policy** relating to the automatic reinstatement of sums insured or **limits of liability** does not apply to this **policy** unless specifically agreed.

10.3 Cancellation

This **policy** may only be cancelled by the **insurer** in the event of cancellation of the **associated policy** or for non-payment of premium by special delivery mail to the postal address of the **insured** and/or the 'Coverholder' and/or 'Claims Notification', named for that purpose in the 'Schedule'.

In respect of policy periods in excess of eighteen (18) months, this insurance may also be cancelled by BRT 2987 and ARK 4020, for their respective share only, with written notice being given one-hundred-and-twenty (120) days prior to the anniversary or resigning date in the event of loss of reinsurance or reduction in Treaty capacity.

The **insured** must provide written notice to the 'Coverholder' named in the 'Schedule' and/or the **insurer** stating the date and hour of cancellation within (60) sixty days of the intention to cancel the **associated policy**.

In the event of non-payment of the premium not less than (15) fifteen days' notice shall apply. If the premium is paid within the (15) fifteen days, then the notice is automatically withdrawn and coverage remains in force. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date

and hour of cancellation stated in the notice shall become the end of the period. Delivery of such written notice either by the **insured** or by the **insurer** shall be equivalent to mailing.

Earned premium shall be computed pro rata except there shall be no return premium in the event of a loss or **occurrence** prior to the date of termination which gives rise to a valid **claim** under this **policy**. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

10.4 Claims conditions

- a) In the event of any **occurrence** likely to give rise to a **claim** hereunder, the **insured** shall as soon as reasonably practicable notify the **insurer** and/or the 'Coverholder' and/or 'Claims Notification', named for that purpose in the 'Schedule'
- b) In the event of **damage** caused by an **act of terrorism**, the **insured** must deliver to the **insurer** all such relevant information and evidence as may reasonably be required including:
 - i. full information in writing of the **property insured** that was lost, destroyed or damaged and the amount of the **damage**;
 - ii. details of any other insurances on any **property insured** insured herein;
 - iii. all such proofs and information relating to the **claim** including time, place and cause of loss;
 - iv. if required by the **insurer**, a statutory declaration of the truth of the **claim** and of any matters connected to it,

which shall be submitted as soon as reasonably practical but in all cases this must be within sixty (60) days of the **occurrence**.

- c) In the event of a **claim** being made under **financial loss** as included under this **policy**, the **insured** must deliver to the **insurer**:
 - i. not later than thirty (30) days after the expiry of the indemnity period or within such further time as the **insurer** may allow, particulars of his claim together with details of all other insurances covering property used by the **insured** at the premises for the purpose of the business or any part of it or any resulting **financial loss**.
 - ii. deliver to the **insurer** such books of account and other business books, vouchers, invoices, balance sheets, and other documents, proofs, information, explanation and other evidence as may reasonably be required by the **insurer** for the purpose of investigating the claim together with, if demanded, a statutory declaration of the truth of the **claim** and of any matters connected with it.
- d) The **insured** must co-operate fully in the investigation or adjustment of any **claim**.
- e) In the event of a **claim** being made under section B of this **policy** immediate written notice must be given to the **insurer** of any **claim** or circumstance that, alone or in combination with any other **claim(s)** or circumstances, may give rise to liability. The **insured** will notify the **insurer** of any **claim** covered hereunder, or circumstances likely to give rise to a **claim** that would be covered hereunder, for which the **insured** is alleged to be liable without regard to the amount of damages claimed.

10.5 Short Form Privacy Notice

Arthur J. Gallagher (UK) Limited is the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, reinsurers, other brokers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.



We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see our privacy notice at <https://www.ajginternational.com/Privacy-Policy/>. If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

10.6 Excess limit hereon (applicable to excess placements hereunder only)

Provided always that the **limit of liability** attaches hereto only after the insurer of the primary and underlying excess have paid or have agreed to pay the full amount of their respective limit of liability as specified in the **excess** specified in the 'Schedule' and then this **policy** shall apply in excess of such amount(s) up to the **limit of liability** hereon specified in the 'Schedule'.

10.7 Failure of underlying insurance

The insurance provided by this **policy** shall always be excess over the underlying limit of liability stated in the **excess** contained within the 'Schedule' regardless of the uncollectibility (in whole or in part) of any underlying insured amounts for any reason, including, but not limited to, the financial impairment or insolvency of an underlying insurer or the avoidance or rescission or breach of contract terms of any underlying insurance.

The risk of uncollectibility (in whole or in part) of other insurance, whether because of financial impairment or insolvency of an underlying or other insurer or for any other reason, including avoidance or rescission or breach of contract terms of any underlying insurance, is expressly retained by the insured and is not in any way or under any circumstances insured or assumed by the **insurer**.

10.8 Fraud and Misrepresentation

This **policy** shall be voidable in the event of fraud or if any fraudulent means or devices are used by the **insured** or anyone acting on their behalf to obtain benefit under this **policy**, or in the event of deliberate misrepresentation, misdescription or non-disclosure of any material particular relevant to the risk insured or any **claim** hereunder.

The rights of the **insurer**, in the event of non-fraudulent non-disclosure or innocent or negligent misrepresentation or misdescription of material particulars relevant to the risk insured or any **claim** hereunder by the **insured** are limited to the right to charge an increased premium which could reasonably have been demanded had such non-disclosure, misrepresentation or misdescription not occurred.

10.9 Inspection and Audit

The **insurer** or their agents shall be permitted but not obligated to inspect the **property insured** at any time.

Neither the right of the **insurer** to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **insured** or others, to determine or warrant that such property is safe.

The **insurer** may examine and audit the books and records of the **insured** at any time up to two (2) years after the final termination of this policy, as far as they relate to the subject matter of this **policy**.

10.10 Law and jurisdiction

The law allows the parties to this contract of insurance to select the law and jurisdiction to be applied to this **policy**. Unless it is agreed otherwise in the 'Schedule', the law that applies to this contract is the law of the State of which the **insured** is domiciled and/or Federal law as applicable.

It is agreed that any legal proceedings between the **insured** and the **insurer** in connection with this contract will only take place in the courts of the United States of America unless otherwise agreed in the 'Schedule'.

10.11 Maintenance of underlying insurance(s) (applicable to excess placements hereunder only)

It is a condition precedent of this **policy** that the primary and underlying excess insurance(s) shall be maintained in full force and effect during the **period of insurance** except for any reduction of the **limit of liability** thereof solely due to payment of, as insured under this **policy**.

If by reason of payment of a **claim** the limit of liability of the primary and underlying excess insurance(s) are:

- (i) partially reduced, then this **policy** shall apply in excess of the reduced limit for the remainder of the **period of insurance**; or
- (ii) exhausted, then this **policy** shall continue in force as primary insurance until expiry hereof, subject to the excess or self-insured provisions of the underlying insurance(s) and the **policy** terms and conditions set forth herein.

10.12 Other insurance

This **policy** shall be primary to any other insurance available to the **insured** providing coverage for a loss covered hereunder.

10.13 Payments on account

Payments on account will be made to the **insured** if the **insured** wishes, subject to any necessary adjustment at the termination of such **period of insurance**.

10.14 Proof of loss

In any **claim** and/or action, suit or proceeding to enforce a **claim** for loss under this **policy**, the burden of proving that the loss is recoverable under this **policy** and that no limitation or exclusion of this **policy** applies and the quantum of loss shall fall upon the **insured**.

10.15 Reasonable precautions

The **insured** shall take all reasonable steps and precautions to prevent loss, destruction or **damage**.

10.16 Subrogation

If the **insurer** becomes liable for any payment under this **policy** in respect of loss or **damage**, they shall become subrogated, to the extent of such payment, to all the rights and remedies of the **insured** against any party in respect of such loss or **damage** and shall be entitled at their own expense to sue in the name of the **insured** to recover for benefit of the **insurer** the amount of any payment made under this insurance, in addition to the costs and expenses of the **insurer**. The **insured** shall give to the **insurer** all such assistance in its power that the **insurer** may require to secure said rights and remedies (including attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, **arbitration** or other proceedings) and, at the request of the **insurer**, shall enter into such agreements and execute or sign such documents as may be necessary to enable the **insurer** to bring suit in the name of the **insured**.

10.17 Sanction Limitation and exclusion clause (applicable on both primary and excess basis)

No **insurer** shall be deemed to provide cover or 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 **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.

10.18 Service of Suit Clause (U.S.A.)

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any **arbitration** provision within this **policy**. This clause is intended as an aid to compelling **arbitration** or enforcing such **arbitration** or arbitral award, not as an alternative to such **arbitration** provision for resolving disputes arising out of this **policy**.

It is agreed that in the event of the failure of the **insurer** hereon to pay any amount claimed to be due hereunder, the **insurer** hereon, at the request of the **insured** will submit to the jurisdiction of a Court of competent jurisdiction within the United States America. Nothing in this clause constitutes or should be understood to constitute a waiver of the rights of the **insurer** to commence an action in any Court of competent jurisdiction in the United States of America, 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 of America or of any State in the United States of America.

It is further agreed that service of process in such suit may be made upon the persons named in the 'Schedule' and that in any suit instituted against any one of them upon this contract, the **insurer** will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

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

Further, pursuant to any statute of any state, territory or district of the United States of America which makes provision therefor, the **insurer** hereon 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, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **insured** or any beneficiary hereunder arising out of this **policy**, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

14/09/2005

LMA5020

Form approved by Lloyd's Market Association

11 Security details**Insurer liability several not joint**

The liability of an **insurer** under this **policy** is several and not joint with any other **insurer** party to this **policy**. An **insurer** is liable only for the proportion of liability it has underwritten. An **insurer** is not jointly liable for the proportion of liability underwritten by any other **insurer**. Nor is an **insurer** otherwise responsible for any liability of any other **insurer** that may underwrite this contract.

The proportion of liability under this **policy** underwritten by an **insurer** (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an **insurer**.

Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other **insurer** that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of

each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each **insurer** (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each **insurer** (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines.

LMA3333 (amended)

12 Complaints

COMPLAINTS PROCEDURE NOTICE (COMMERCIAL)

Arthur J. Gallagher treats all complaints seriously. If you wish to register a complaint, then please contact the Complaints Management Team using the following contact details:

Compliance Department
Arthur J. Gallagher (UK) Limited
The Walbrook Building,
25 Walbrook,
London EC4N 8AW
Tel: +44 (0) 20 7204 6000

We will acknowledge your complaint within 5 working days.

13 Appendix A – Attraction extension

This policy is extended to cover attraction as defined herein subject to the **excess**, the maximum liability of the **insurer** shall not exceed the **sub-limit of liability** stated in the 'Schedule'.

Insuring Clause

- 13.1 Subject always to the EXCLUSIONS, CONDITIONS AND LIMITATIONS of this **policy** of which this extension forms a part, and also to the following ADDITIONAL EXCLUSIONS AND LIMITATIONS this **policy** is to indemnify the **insured** for its **ascertained net loss** sustained at any **property insured**, provided that such **ascertained net loss** is the sole and direct result of an **act of terrorism** that occurs within the **period of insurance** and within the **vicinity** of the **property insured**.
- 13.2 The **insurer** agrees to indemnify the **insured** for their **ascertained net loss** and will make monthly payments up to the amount sub-limited under this extension commencing on the 1st day of the month following the date of the **occurrence** until:
 - (a) either the indemnity period ends, or
 - (b) the sub-limit of liability hereunder is exhausted,

Whichever occurs first.

The monthly instalments are fully adjustable as per the ascertained net loss.

13.3 The indemnity period under this **policy** shall commence on the date of the **occurrence** and end either:

- (a) on the date that the **gross revenue** derived at each **property insured** is greater than the associated **expenses** for such **property insured**, or;
- (b) TWELVE (12) calendar months from the date of each **occurrence**

Whichever occurs first.

13.4 Exclusions applicable to this extension only

Other than in respect of cover expressly provided herein this extension does not cover any loss or **damage** directly or indirectly arising out of, contributed to by, or resulting from:

- (a) **Damage** and any **financial loss** resulting from **damage**
- (b) Any fraud, misrepresentation or concealment by the **insured**.
- (c) Withdrawal, insufficiency or lack of finance howsoever caused.
- (d) The financial failure of any venture.
- (e) Variations in the rate of exchange, rate of interest or stability of any currency.
- (f) Financial default, insolvency, or failure to pay of any person, corporation or entity.
- (g) Any **occurrence** which is insured by or would, but for the existence of this **policy**, be insured by any other insurance(s) except for any excess beyond the amount which would have been payable under such other insurance(s) had this **policy** not been effected.
- (h) Attacks by electronic means including computer hacking or the introduction of any form of computer virus.
- (i) Any consequential loss or **damage** caused by any other ensuing cause.
- (j) Threat or hoax (meaning a threat confirmed by a **public authority** as having posed or appeared to pose a real risk of **damage** or **bodily injury** or death, whether or not such threat subsequently proves to have been real or hoax) unless other than in respect of cover expressly provided herein.
- (k) Criminal activity, strikes, malicious damage, burglary, house - breaking, theft or larceny caused by any person taking part therein.

13.5 Disclosure

At inception of the **policy** the **insured** has truthfully declared all material facts likely to influence a prudent **insurer** in determining:

- (a) whether or not to accept the risk or any subsequent amendment
- (b) the premium,
- (c) the conditions, exclusions and limitations,

The **insured** having diligently made all necessary enquiries to establish those facts.

13.6 Pre-existing Conditions

The **insured** has no knowledge at inception of the **policy**, of any undisclosed matter, fact or circumstance, actual or threatened, that increases or could increase the possibility of a loss under this **policy**. This clause is to be read in addition to the common law duties of the **insured**.

13.7 Public Authority admission

A recognised **public authority** has acknowledged that the **act of terrorism** has occurred within the **vicinity** as set out in the terms and conditions of this **policy**.

13.8 Claims conditions

It shall be a condition to the payment of each and any indemnity under this extension that the **insured** shall:

- (c) give immediate notice to the **insurer** of any **occurrence** which may give rise to a **claim** under this **policy**;
- (d) confirm the facts of the **occurrence** in writing as soon as possible, with as much information as available;
- (e) take all reasonable steps to reduce the impact of the **occurrence** which shall include and not be limited to:
 - (i) Resuming the normal **business** of the **insured** at the **property insured** as soon as reasonably practicable at the same level that existed before the **occurrence**;
 - (ii) Using any other location(s) owned by the **insured** where possible;
 - (iii) Following trends displayed by other industry specific locations within the defined area.
- (f) provide the **insurer** or their appointed representative(s) with all necessary assistance in a timely manner, all information required and all documentation and records necessary to establish and assess a known liability and indemnity hereunder and copies or extracts as may be required;
- (g) maintain a comprehensive record of the **fixed expenses** incurred and action taken to prevent, minimise or mitigate the **ascertained net loss**;
- (h) prove the **ascertained net loss** to the satisfaction of the **insurer**;
- (i) submit to examination under oath by any person(s) named by the **insurer** if requested;
- (j) produce for examination if requested all documentary evidence, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the **insurer** or its representative(s) and shall permit extracts and copies thereof to be made;
- (k) (so far as is in their power) cause their **employee(s)** and all other persons to comply with the foregoing.
- (l) as soon as is practicable render a signed and sworn proof of loss to the **insurer** or their representative(s) to substantiate the **occurrence**, nature, cause and amount of loss claimed under this **policy**.
- (m) allow the **insurer** the right, if they so wish, to take such steps as they deem necessary to prevent, mitigate or minimise a loss and pursue all rights or remedies available to the **insured** whether or not payment has been made hereunder.

In the event any of the above conditions are not complied with; any further indemnity payments will cease and any reimbursement due to the **insurer** shall be due immediately and in full.

13.9 General Conditions applicable to this extension

(a) **Due diligence**

The **insured** (or any agent, sub or co-contractor of the Insured) shall at all times and at his own expense use due diligence and do (and concur in doing and permit to be done) all things reasonably practicable (including but not limited to precautions to protect or remove the interests insured herein) to avoid or diminish any loss herein insured.

(b) **Compliance**

The **insured** shall observe and fulfil the terms and conditions contained herein or endorsed hereon.

(c) **Premium and expenses**

The premium and any expense incurred in the formulation of a **claim** hereunder shall not be recoverable items.

(d) **Condition for legal action**

No suit shall be brought upon this **policy** unless the **insured** has complied with all the provisions of this **policy** and has commenced suit within twelve months after the **occurrence**.

(e) **Adjustment of ascertained net loss**

In calculating and adjusting the **ascertained net loss**, account shall be taken of the trend in the **business** of the **insured** and of any variations in the **business** of the **insured** before and after a loss insured under this extension, and an allowance will be made for all extraordinary and other circumstances of the **business** including but not limited to fluctuations in market conditions so that the figure adjusted represents as nearly as may be reasonably possible the results which but for the loss insured under this extension would have been obtained during the indemnity period.

If the **insured** could reduce the loss resulting from an **act of terrorism**:

- (a) by complete or partial resumption of operation of the property; and/or
- (b) by making use of merchandise, stock (raw, in process or finished), or any other property at the location of the insured or elsewhere; and/or
- (c) by using or increasing operations elsewhere,

then such possible reduction shall be taken into account in arriving at the **ascertained net loss**.



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14 Policy Notice of disclosure for terrorism insurance

Named Insured: City of Chicago.

Policy No.: [REDACTED]

Effective Date: 1st January 2022.

Coverage for acts of terrorism is already included in the policy (including any quotation for insurance) to which this notice applies. You should know that, under the policy, any losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurer providing the coverage. However, your policy may contain other exclusions which might affect your coverage, such as exclusion for nuclear events. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. The Terrorism Risk Insurance Act, as amended, contains a USD100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds USD100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed USD100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for certified acts of terrorism as defined in the Terrorism Risk Insurance Act of 2002, as amended, is: USD 176,000.

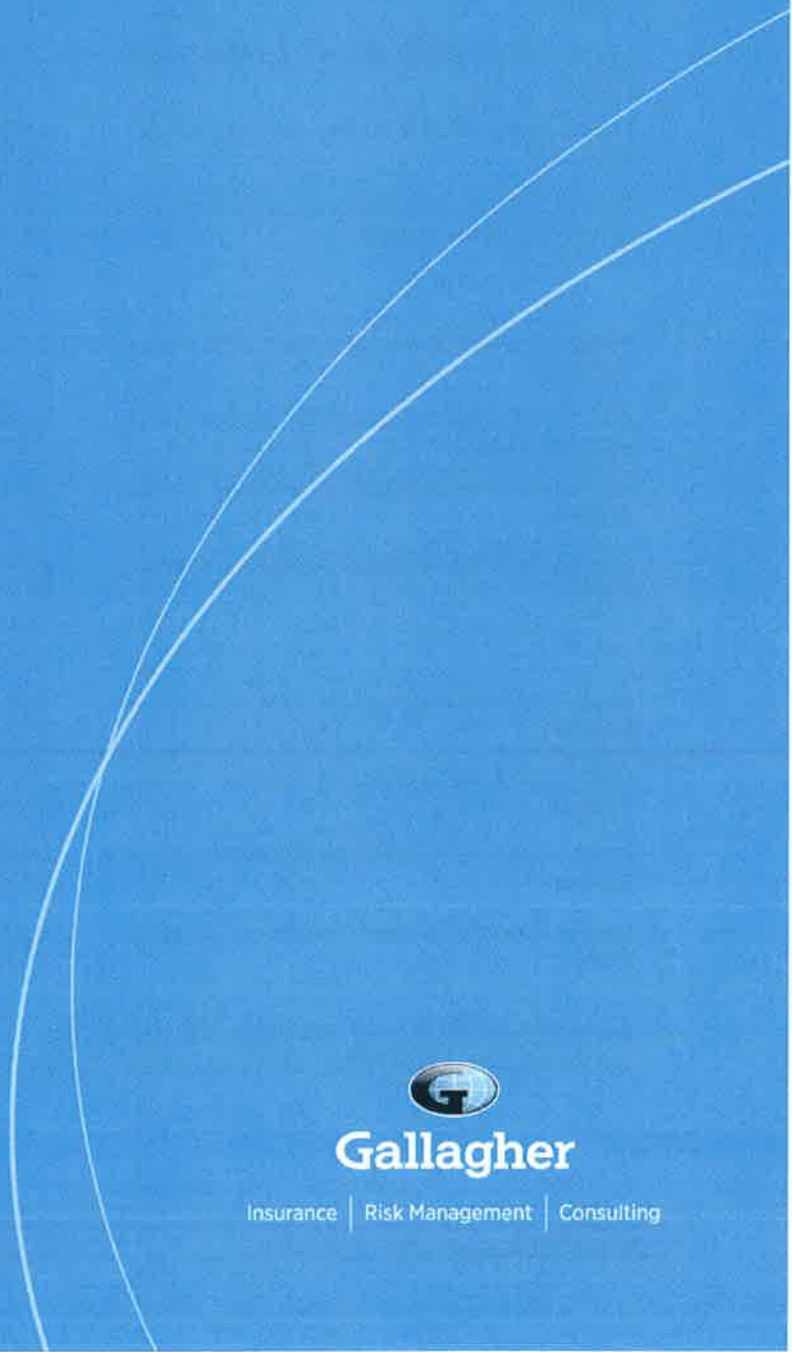
I ACKNOWLEDGE THAT I HAVE BEEN NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT OF 2002, AS AMENDED, ANY LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM UNDER USD100 BILLION CAP THAT MAY REDUCE MY COVERAGE, AND I HAVE BEEN NOTIFIED OF THE AMOUNT OF MY PREMIUM ATTRIBUTABLE TO SUCH COVERAGE.

Policyholder/Applicant's Signature

09 January 2020

LMA9185

Form approved by Lloyd's Market Association



Gallagher

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SECURITY DETAILS

REFERENCES

UMR (Unique Market Reference): B1262FC0186722
Date contract printed to PDF: 12:13 10 January 2022

SIGNED UNDERWRITERS

Vehicle B (Manhattan +) 2021-2022 - Section A
Total Written Line 100.00%

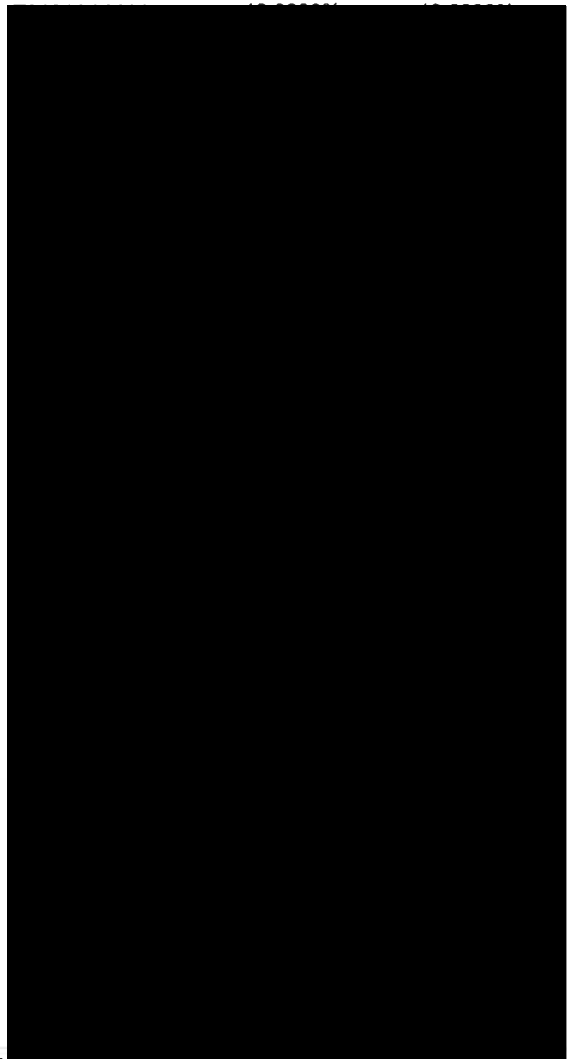
Master Reference: [REDACTED]
Total Signed Line 100.00%

For and on behalf of:

Company stamp

Lloyd's Underwriter Syndicate No. 4020 ARK, London, England
Lloyd's Underwriter Syndicate No. 1225 AES, London, England
Lloyd's Underwriter Syndicate No. 1221 HIG, London, England
Lloyd's Underwriter Syndicate No. AAL 2012 75% / ASL 1955 25%, London, England

Reference Written Line Signed Line



Lloyd's Underwriter Syndicate No. 2987 BRIT, London, England
International General Insurance Company Ltd, LIRMA B2087, Bermuda
Lloyd's Underwriter Syndicate No. 1969 APL, London, England
Lloyd's Underwriter Syndicate No. 0609 AUW, London, England

Lloyd's Underwriter Syndicate No. 1274 AUL, London, England
Lloyd's Underwriter Syndicate No. 3000 MKL, London, England
Lloyd's Underwriter Syndicate No. 4444 CNP, London, England
Lloyd's Underwriter Syndicate No. 1084 CSL, London, England

Agreement Parties for each Declaration / Offslip bound:

Lloyd's Underwriter Syndicate No. 4020 ARK, London, England - Facility Leader
-
-

Lloyd's Underwriter Syndicate No. 1969 APL, London, England - Dec / Offslip Agreement Party

In accordance with the terms of the Insurance Facility the Facility Leader may agree declarations on behalf of the Non Agreement Parties.

SETTLEMENT INFORMATION

Allocation of Premium to Coding

TO at 20.00%

6T at 80.00%

Allocation of Premium to Year of Account

2021

Terms of Settlement

Settlement Due Date: 02 March 2022

Instalment Premium Period of Credit: 0 day(s)

Adjustment Premium Period of Credit: 0 day(s)

Lloyd's Underwriter Syndicate No. 4020 ARK, London, England

Bureau Leader and Lloyd's Leader

Henry Woollaston
