
UNDERWRITERS AT LLOYD'S AMENDATORY ENDORSEMENT

It is hereby agreed and understood that the following carrier-specific policy language applies to this policy:

1. Notices

a. Except as otherwise indicated in this policy, all notices to the Company required by this policy from any insured shall be given in writing, delivered, by prepaid express courier, or by certified mail to:

Catalytic Risk Managers
350 10th Avenue, Suite 1450
San Diego, CA 92101

b. If we must give to you any notice under this policy, and the time period or method of delivery provided for such notice is established by controlling law as a different period or method of delivery than that set forth in this policy, then the period or method of delivery set forth in this policy shall be deemed to be amended so as to be equal to the minimum period of limitation or method of delivery established by the controlling law.

2. Claims Reporting

Except as otherwise indicated in this policy, all notices to the Company required by this policy from any insured shall be given in writing, delivered, by prepaid express courier, or by certified mail to:

Catalytic Risk Managers
350 10th Avenue, Suite 1450 San Diego, CA 92101
Office: (800) 208-1806
Claims@catalyticrisk.com

3. Notice of Service of Suit

It is agreed that in the event of the failure of the underwriters hereon to pay any amount claimed to be due hereunder, the underwriters hereon, at the request of the insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of underwriters' rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States district court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Mendes & Mount, 750 Seventh Avenue, New York, NY 10019-6829 U.S.A., 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 underwriters 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 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, underwriters 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 procession any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance, 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.

In respect of California:

Service of Suit Clause (USA) naming FL WA Service Corp.
FLWA Service Corp.,
c/o Foley & Lardner LLP.
555 California Street, Suite 1700
San Francisco, CA 94104-1520)

Contract No: «polnum»
Named Insured: «cinsured»

Page: 1
Effective Date: «Short(effective)»

In respect of Kentucky:

Lloyd's Kentucky Inc. (Nominee for service of process on licensed business)

4. Several Liability Notice

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

5. Applicable Law

This insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the service of suite clause (U.S.A.)

6. Sanction Limitation and Exclusion Clause

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

7. Notice of Information Practices (Privacy)

PRIVACY NOTIFICATION

In accordance with applicable federal and state laws, a credit report or other investigative report about you may be requested in connection with this application for insurance and subsequent amendments and renewals. Credit scoring information, where allowed, may be used to help determine either your eligibility for insurance or the premium you will be charged. We may use a third party in connection with the development of your score. Any information which we have or may obtain about you or other individuals listed as policyholders on your policy will be treated confidentially. However, this information, as well as other personal or privileged information subsequently collected, may, under certain circumstances, and where permitted by law, be disclosed without prior authorization to non-affiliated third parties. We may also share such information with affiliated companies for such purposes as claims handling, servicing, underwriting and insurance marketing.

You have the right to see personal information collected about you, and you have the right to correct any information which may be wrong.

If you are interested in obtaining a complete description of our information practices, and your rights regarding information we collect, ask your agent, or if you have been issued a policy, please write us at the address provided with your policy.

APPLICABLE IN CALIFORNIA:

This authorization shall expire one year from the date you signed the authorization.

8. Attestation Clause

The members of each syndicate whose business address is Lloyd's, One Lime Street London EC3M 7HA and whose syndicate number is shown in the definitive list of Lloyd's participations below agree to (re)insure the (re)insured against loss as provided by the terms of the contract.

The members of a syndicate shown in the list have, as a syndicate, underwritten the proportion of the contract shown next to the syndicate number. Individually, each member of a syndicate has underwritten a share of the syndicate's proportion. Each member's liability under the contract is several for that member's share alone and not joint for the other members' shares. No member is responsible for the liability of any other (re)insurer that may underwrite this contract.

The identity of each member of each syndicate and their respective shares may be obtained from the Lloyd's Policy Signing Office (LPSO).

Note, no further contractual documentation will be issued. If any terms, clauses or conditions are unclear you are advised to contact your broker immediately.

Binding Authority Participation:

As per the Lloyd's Binding Authorities outlined on the Participation Schedule found on [CAT](#), Participation page.