



REQUEST FOR PROPOSAL

2025

Excess Aviation Insurance

FOR

THE CITY OF LAREDO INTERNATIONAL AIRPORT



500 Dallas Street, Suite 1400 • Houston, TX • 77002
Phone: 713-787-2400
www.VictorInsurance.com



VICTOR INSURANCE MANAGERS LLC

July 30, 2025

Financial Services, Public Works
5512 Thomas Ave.
Laredo, TX 78040

RE: EXCESS AVIATION INSURANCE PROPOSAL
Response to Request for Proposal – 2025 Excess Aviation Insurance – City of Laredo

To whom it may concern,

Enclosed is our response to the Request for Proposal for Excess Aviation Insurance for the City of Laredo, TX. This proposal is being made on behalf of Victor Insurance Managers LLC (Victor).

Victor has been the broker of record for Laredo's Excess Aviation needs for 23 years. We look forward to the opportunity to again serve the aviation needs of the city.

Victor has over 40 years of experience working exclusively with public entities. Victor has partnered with your property carrier, Texas Municipal League Intergovernmental Risk Pool (TMLIRP) since 1983 to ensure your overall property program is aligned to serve your needs.

I am confident our proposal will meet or exceed your expectations, and we look forward to having the opportunity to work with the City of Laredo again.

Thank you in advance for your consideration.

Sincerely,

Michael McClanahan
Public Entity Program Manager, Senior Vice President
Victor Insurance Managers LLC



VICTOR INSURANCE MANAGERS LLC

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VICTOR INSURANCE MANAGERS LLC

City of Laredo, TX
Response to Request for Proposal – Excess Aviation Insurance

Executive Summary

We appreciate the City of Laredo affording us the opportunity to participate in this Request for Proposal for Excess Aviation Insurance, and we are pleased to present you with our detailed proposal for consideration.

Victor Insurance Managers LLC

Victor Insurance Managers LLC (Victor) is one of the largest and most experienced underwriting managers of specialty insurance programs in the world. Victor has been in business for over 65 years and has had a Houston based team dedicated to public entities for over 40 years. Our office has partnered with the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) since 1983 and currently serves the insurance needs of over one hundred TMLIRP members (over 500 policies) along the Gulf Coast.

Victor has served as the excess aviation broker for the City of Laredo for the last 23 years. We are confident that our experience, capabilities, and enclosed proposal will give us the opportunity to serve the City of Laredo and your excess aviation needs once again.

Servicing Plan

The Victor Houston team consists of six full-time employees with over 60 years of combined public entity experience. The details of our following proposal will demonstrate that we will exceed all your servicing criteria as it relates to our overall experience, servicing capabilities, agency resources, technical skills, and capabilities specific to windstorm.

Our servicing plan for the city is comprised primarily of two components – a general service plan as it relates to your policy management, and a claim servicing plan in the event of a claim. The details of our proposal will highlight each of these plans with a single point of contact for servicing or for reporting claims. Although you will have a single point of contact, our entire Houston team will be available to respond to all your service needs and be your advocate for claims.

Marketing Philosophy

Our marketing philosophy primarily aligns with the philosophy of Laredo in that we also wish to develop a relationship with our clients and carrier partners. This is demonstrated not only with our prior relationship with Laredo, but also with our 100+ current public entity client relationships that have existed for many years - if not decades. Victor retains well over 95% of its public entity clients each year.



VICTOR INSURANCE MANAGERS LLC

Proposal Highlights

Utilizing the markets assigned to Victor, we attempted to provide the most competitive quote for the City's excess aviation coverage.

Below are the market responses received from the assigned carriers:

<u>Carrier</u>	<u>Response</u>
Chubb – Illinois Union Insurance Company	Quoted \$55,713.38 Including TRIA & War Coverage \$49,523.82, excluding TRIA & War Coverage
Great American Insurance Group	Not writing monoline airports
Old Republic	Not writing excess only, requires primary liability
Allianz Aviation	No response received

In Conclusion

Thank you again for the opportunity to present this proposal for your consideration. As demonstrated in our history with Laredo, we are confident our experience and technical expertise will exceed your service expectations while executing a proven strategy to ensure you receive the most competitive excess aviation options now and in the future.

We are available for a meeting to discuss our quotes in detail upon request.

CHUBB®

1100 Poydras Street, Suite 2150
New Orleans, LA, 70163
Tel 504-310-3609
Fax 504-310-3610

TO: Caroline Lane
VICTOR INSURANCE MANAGERS INC,
HOUSTON, Texas, 77002-2096
EMAIL: caroline.lane@victorinsurance.com

FROM: Ann Carrero
DATE SENT: July 18, 2025

SUBJECT: **City of Laredo**

COMMENTS: We have pleasure in enclosing our Excess Airport Owners and Operators quotation(s) in respect of the referenced Insured.

Thank you for the opportunity to provide you with this quotation.

Best Regards,



Ann Carrero

Annual Premium:	\$47,215
TRIA Annual Premium:	\$4,721
War Premium:	\$4,721, reducing to \$1,180 if TRIA coverage also purchased
Surplus Lines Taxes:	\$2,576.13, incl. TRIA and War coverage
<u>Surplus Lines Fees:</u>	<u>\$21.25, incl. TRIA and War coverage</u>
Total Premium:	\$55,713.38, incl. TRIA and War coverage

Total Premium Excluding TRIA and War coverage: \$49,5213.82

SURPLUS LINES NOTICE:

THIS INSURANCE CONTRACT IS WITH AN INSURER NOT LICENSED TO TRANSACT INSURANCE IN THIS STATE AND IS ISSUED AND DELIVERED AS A SURPLUS LINE COVERAGE UNDER THE TEXAS INSURANCE STATUTES. THE TEXAS DEPARTMENT OF INSURANCE DOES NOT AUDIT THE FINANCES OR REVIEW THE SOLVENCY OF THE SURPLUS LINES INSURER PROVIDING THIS COVERAGE, AND THIS INSURER IS NOT A MEMBER OF THE PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION CREATED UNDER CHAPTER 462, INSURANCE CODE. CHAPTER 225, INSURANCE CODE, REQUIRES PAYMENT OF A 4.85 PERCENT TAX ON GROSS PREMIUM.



1100 Poydras Street, Suite 2150
New Orleans, LA 70163
Tel 504-310-3609
Fax 504-310-3610

TO: Caroline Lane
VICTOR INSURANCE MANAGERS INC
HOUSTON, Texas 77002-2096

FROM: Ann Carrero

RISK ID: 112560

EMAIL: caroline.lane@victorinsurance.com

DATE SENT: July 18, 2025

EXCESS AIRPORT OWNERS AND OPERATORS LIABILITY QUOTATION
WITH
ILLINOIS UNION INSURANCE COMPANY
(AA S&P, A++ BEST)

In accordance with your request, we are pleased to provide the following quotation:

Please read this Quotation carefully, as the limits, coverage and other terms and conditions may vary significantly from those requested in your submission and/or from the expiring policy. Terms and conditions that are not specifically mentioned in this Quotation are not included. The terms and conditions of this Quotation supersede the submitted insurance specifications and all prior proposals and binders. Actual coverage will be provided by and in accordance with the policy as issued.

The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is reflected in the policy or in an agreement signed by someone authorized to bind the insurer.

This Quotation has been constructed in reliance on the data provided in the submission. A material change or misrepresentation of that data voids this Quotation.

This quotation is not a binder of insurance. In no event will this quotation remain open beyond 30 days from the quote issuance date shown above or the coverage effective date, whichever comes first.

This quotation is subject to the Assured's producer being duly licensed in his/her resident state; in addition, the producer must hold a non-resident license in the state in which the Assured is domiciled if different from the producer's resident state.

**NAMED
INSURED:** City of Laredo

**NAMED
INSURED'S
ADDRESS:** 5210 Bob Bullock Loop
Laredo, Texas, 78045

PERIOD: From: October 1, 2025 To: October 1, 2026
both days at 12:01 a.m. Local Time at the address of the Named Insured

INTEREST:	The Insured's legal liability to which this policy applies, arising out of the Insured's Airport operations at the following airport location(s):		
	F.A.A. ID	State	Name
	KLRD	TX	Laredo International Airport, Laredo, TX

SUM INSURED:	\$10,000,000 each occurrence/offense in respect of Bodily Injury, Personal and Advertising Injury and Property Damage combined, subject to the following limitations:		
	Products-Completed Operations Annual Aggregate Limit.	\$10,000,000	
	Personal Injury and Advertising Injury Annual Aggregate Limit.	\$10,000,000	
	Malpractice Annual Aggregate Limit.	\$10,000,000	
	Extended Coverage – War, Hi-jacking and Other Perils Annual Aggregate Limit.	\$10,000,000	
	Fire Damage Limit Any One Fire.	\$ 50,000	
	Medical Expense Limit Any One Person.	Not Insured	
	Hangarkeepers not “in flight” Limit Any One Occurrence.	\$10,000,000	
	Hangarkeepers not “in flight” Limit Any One Aircraft.	\$10,000,000	
	Non-Owned Aircraft Liability Limit Any One Occurrence.	Not Insured	

And the Total Limits under this insurance and the Coverage document of the primary insurer, combined being

\$50,000,000 each occurrence/offense in respect of Bodily Injury, Personal and Advertising Injury and Property Damage combined, subject to the following limitations:		
Products-Completed Operations Annual Aggregate Limit.	\$50,000,000	
Personal Injury and Advertising Injury Annual Aggregate Limit.	\$25,000,000	
Malpractice Annual Aggregate Limit.	\$25,000,000	
Extended Coverage – War, Hi-jacking and Other Perils Annual Aggregate Limit.	\$50,000,000	
Fire Damage Limit Any One Fire.	\$ 50,000	
Medical Expense Limit Any One Person.	Not Insured	
Hangarkeepers not “in flight” Limit Any One Occurrence.	\$50,000,000	
Hangarkeepers not “in flight” Limit Any One Aircraft.	\$50,000,000	
Non-Owned Aircraft Liability Limit Any One Occurrence.	Not Insured	

CONDITIONS:	Schedule of Policy Forms applicable to airports and locations Texas in:	
	Form Reference and Edition	Title
	AAP 200 (10-24)	Excess Liability Policy - Jacket
	TML AP XS 9/6/2007 V3S	Excess Liability Policy Declarations
	TML AP XS 9/6/2007 V3	Excess Liability Policy
	TML AP XS 9/6/2007 War	Extended Coverage War, Hi-Jacking and other Perils Endorsement (if purchased)

AAP 270 (01/15)	Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism (if purchased)
ALL-20887 (10/06)	ACE Producer Compensation Practices & Policies
ALL-21101 (11/06)	Trade or Economic Sanctions Endorsement
ALL-4Y30F (06/15)	Texas Notice -Information and Complaints
IL P 001 (01/04)	U.S. Treasury Departments' Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
SL-34255b (04/23)	Service of Suit Endorsement
TR-19604e (08/20)	Notice Of Terrorism Insurance Coverage
WSG-084 (05/11)	Surplus Lines Notice

ANNUAL

GL Premium: **\$47,215**

ANNUAL

TRIA Premium: **\$4,721**

ANNUAL

WAR Premium: **\$4,721** reducing to **\$1,180** if TRIA coverage also purchased.

The War and TRIA coverages and premiums are quoted on an "if required" basis and may be rejected by the insured.

Surplus Lines Taxes: (4.85%) \$2,576.13 - Includes Taxes amount if TRIA and War also purchased

Surplus Lines Fees: (.040%) \$21.25 - Includes Fees amount if TRIA and War also purchased

Total Premium: \$55,713.38, including TRIA and War coverage
\$49,523.82, excluding TRIA and War coverage

The Surplus Lines Broker designated below is responsible for the billing, collection and filing of any Surplus Lines taxes and any other fees applicable to this risk.

Surplus Lines Broker

Victor Insurance Managers, Inc.
500 Dallas St., Suite 1400
Houston, TX 77002

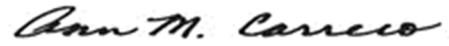
S/L License No. 16097

TEXAS SURPLUS LINES NOTIFICATION

THIS INSURANCE CONTRACT IS WITH AN INSURER NOT LICENSED TO TRANSACT INSURANCE IN THIS STATE AND IS ISSUED AND DELIVERED AS A SURPLUS LINE COVERAGE UNDER THE TEXAS INSURANCE STATUTES. THE TEXAS DEPARTMENT OF INSURANCE DOES NOT AUDIT THE FINANCES OR REVIEW THE SOLVENCY OF THE SURPLUS LINES INSURER PROVIDING THIS COVERAGE, AND THIS INSURER IS NOT A MEMBER OF THE PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION CREATED UNDER CHAPTER 462, INSURANCE CODE. CHAPTER 225, INSURANCE CODE, REQUIRES PAYMENT OF A 4.85 PERCENT TAX ON GROSS PREMIUM.

Please note that you do not have authority to bind the above insurance. Please contact us if you wish to bind this insurance. We look forward to receiving your instructions and thank you for your inquiry.

On behalf of Illinois Union Insurance Company

A handwritten signature in cursive script that reads "Ann M. Carcio".

By

Authorized Representative

**POLICYHOLDER
DISCLOSURE NOTICE OF
TERRORISM INSURANCE
COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are 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 certain air carriers or vessels 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.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% , OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 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 IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

_____ I hereby elect to purchase terrorism coverage for a prospective premium of \$4,721

_____ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature

City of Laredo

Print Name

Date

Illinois Union Insurance Company

Insurance Company

No2202967 019

Policy Number

CITY OF LAREDO

SERVICING CRITERIA FORM

Please use this form to respond to Item J of Section II. Each bidder must clearly and specifically address all of the criteria requested in these sections.

1. Number of Years in Business:

- Victor Insurance Managers LLC (Victor) has been a leading underwriting manager of professional liability and specialty lines of coverage for over 65 years, with a dedicated public entity team for over 40 years.

2. Size of agency and staff:

- The Houston Public Entity Group is made up of six full-time employees.

3. Experience of staff:

- The group has over 60 years combined public entity experience with the majority of our business located in Texas. As such, we are well versed in the needs of public entities within the state.

4. Professional servicing capabilities:

- The team's public entity experience and knowledge, our access to markets, and our relationship with TMLIRP, allows us to provide the necessary coverages for members with exposures not covered in the TMLIRP program.
- The combined relationship with TML means a single point of contact for claims reporting and coordination.

5. Capability and willingness of agency resources to personally respond to the professional needs of the insured in a timely manner:

- The group works together to ensure that you are always able to contact someone during business hours.

6. Technical skills of staff:

- The Houston Public Entity Group has provided a broad array of services to TMLIRP for more than 40 years including, but not limited to, underwriting and policy administration, marketing, accounting, consulting, reinsurance placement, claims management & loss control. TMLIRP is one of the largest public entity pools in the country.
- Victor currently writes over 500 policies for TMLIRP members.

7. Service Plan:

- Victor Insurance is committed to providing outstanding service and support for your insurance needs. Our comprehensive servicing plan encompasses review of schedules, binders, quotes, as well as conducting visits, facilitating policy deliveries, and advocating for claims within a timely manner.
- With our dedicated team, we will aim to address any inquiries promptly within a 24-hour timeframe during business hours.
- Our core point of contact will be Caroline Lane and can be reached via email at Caroline.lane@victorinsurance.com or by phone at 713-787-2436. However, our commitment extends beyond individual contacts. Our entire Houston team is available to respond to service requests. The qualifications of our personnel are detailed in the individual resumes included in this submission.
- The accompanying flow chart will further outline servicing and claims handling expectations.

Policy Management Plan



90 Days Prior to Renewal - Solicitation of Renewal



60 Days Prior to Renewal - Submit application to carriers for quoting



20-30 Days Prior to Renewal - Proposals received and sent to City for review



10-15 Days Prior to Renewal - Final changes to quote and submit request to bind



Policy Renewal - Binder & invoice notices sent to City for proof of coverage



60 Days Post Renewal - Policy delivery and post-renewal meeting



6 Months Post Renewal - Client service meeting

CITY OF LAREDO
CLAIMS SERVICES FORM

1. What is the location of the office that will be handling the City's account?

Chubb Aerospace Claims

525 W Monroe, 7th Floor

Chicago, IL 60661

2. Is there 24-hour claims service? Yes X No _____

After hours claims reporting should be emailed to Trevor Davis at trevor.davis@chubb.com

3. Will the City be consulted on the disposition of all claims over \$5,000?

Yes _____ No X

4. Will the City receive detailed quarterly loss runs which show each claimant's name, date of accident, description of injury, paid, reserved, and total incurred losses by line of coverage and department, plus a summary of aggregate losses for each previous year in which you provided the coverage?

Yes X No _____

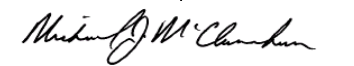
5. Please attach claims reporting guidelines that the insured must comply, and samples of all claim-reporting forms used. Guidelines attached. No claim form required. A written description of the loss and any details should be included in the first notice email to Aerospace Claims.

6. Please provide a description of the specific loss control services that will be available to the City, and indicate any additional fees for such services.

Attached is brochure of complimentary loss control service Chubb provides for the airport.

7. Please provide any additional information you feel would be relevant.

8. Please provide a specimen copy of the MIS Claims Report



Victor Insurance Managers

7/29/2025

Authorized Signature

Company

Date



CLAIMS REPORTING INFORMATION

All claim services for your airport and aircraft insurance underwritten by Chubb companies are handled by Chubb Aerospace Claims in Chicago. The staff of Chubb Aerospace Claims is one of the most experienced and efficient in the aviation claims business. Trevor Davis, experienced Casualty Claims Manager, is responsible for administering your claims on a day-to-day basis.

All claims should be reported to Aerospace Claims as soon as practicable, in order for us to establish immediate contact with claimants and initiate any necessary investigation. An initial report of claim may be emailed to Aerospacefirstnotice@chubb.com or faxed to 877-201-4125. To ensure prompt attention, it is recommended that any transmission be confirmed with a phone call. Where possible, pictures of the accident scene should be obtained during your initial investigation.

Because Chubb Claims has gone paperless, it is imperative that you put the addressee's name and claim number on all correspondence and note contact changes below.

FIRST NOTICE OF LOSS:	Email	AerospaceFirstNotice@chubb.com
	Fax	877-201-4125

	Contact	Phone	Cell	E-Mail
Primary	Trevor Davis	312-612-8808	312-448-4492	Trevor.Davis@chubb.com
Secondary	Manny Molina	312-775-7872	312-848-7318	Manny.Molina@chubb.com

All claims that require reporting after hours, should be directed to Trevor Davis.

If you are served with a summons or suit, please call immediately and forward the papers via overnight delivery.

MAILING ADDRESS

Chubb Claims
P. O. Box 5101
Scranton, PA 18505-0500


OVERNIGHT DELIVERY ADDRESS

Chubb Aerospace Claims
525 W. Monroe, 7th Floor
Chicago, IL 60661

Should you have any questions concerning our claims handling procedures, please feel free to contact us at any time.

CITY OF LAREDO
LOSS-CONTROL SERVICES FORM

1. What is the name and location of the safety professional(s) who will be handling this account? The City prefers local representation, if possible (within 50 miles of Laredo).
Ginga Griffin is the program manager and can be reached at 770-518-9210. Team
members for inspection and safety services are located in Dallas, TX and Houston, TX.
They are certified aviation risk engineers.
2. Indicate what loss-control and safety-engineering services will be provided automatically or at the request of the City at no charge.
The following brochure provides information on the services provided by Chubb Risk
Engineering Services (RES) and are available free of charge.
3. Indicate what loss-control and safety services will be provided at the expense of the City, and the cost for each (hourly rate).
Services are provided free of charge to the City.
4. Attach a specimen servicing agreement.

 _____ Authorized Signature	<u>Victor Insurance Managers</u> _____ Company	<u>7/29/2025</u> _____ Date
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Chubb Aerospace

Chubb Risk Engineering Services

Airport Liability and Casualty Risk Control Services for Airports

CHUBB®



Chubb Aerospace provides airport liability products and services, including insurance, claims handling, risk consultative services, and loss information systems. With your insurance policy, you are not only afforded reliable protection, but we also help and support your efforts to prevent accidents and control the costs of claims.

Access to risk control services, provided by Chubb Risk Engineering Services (Chubb RES), is one distinct benefit that airports across the country have realized. Chubb RES provides a full range of safety and risk control consultative services to large, medium, and small commercial airports, as well as general aviation airports.

Airport management can garner support and benefits from Chubb RES in a number of ways:

- Protecting human resources and the public is one of the most important goals of an organization's risk management strategy. Chubb RES can assist by helping you identify and assess risks of airport operations and activities, including airside, terminal, and landside. Since 1999, Chubb RES

has employed a dedicated, national staff of consultants who deploy safety consultations for both airports and aviation service providers. Members of this staff are experienced, qualified, and certified by the American Association of Airport Executives.

Chubb RES knows your industry and that FAR Part 139 establishes a baseline for aircraft movement area safety. In addition, we are knowledgeable regarding the other risks of non-movement areas, ramps, ground handling, fueling, construction, terminal, parking, roadways, transportation, and security activities that also need to be managed. We understand the type of accidents that might result from these activities, as well as what accidents have previously occurred at airports. We can help you continually assess both the likelihood and severity of a loss at your airport.

- Chubb RES brings our best practices to the table. These are industry-tested solutions that can help you avoid or reduce liability risks. Our consultants identify safety best practices that have worked for other airports and communicate these practices within the industry.

Additionally, Chubb RES has prepared white papers for the industry, discussing high loss areas. We participate in working groups for the airport industry association, Airports Council International – North America, to further promote safety initiatives and best practices for the airport industry.

Chubb RES maintains real-time access to airport loss information. We use this information to identify trends and root causes of loss for the industry. We also develop aggregate airport liability incident rates to benchmark an airport's loss picture as compared to averages among similar airports. This airport liability benchmark data has been produced since the year 2000, and is exclusively prepared by Chubb Aerospace. It is, however, made available to all airports upon request on a confidential basis.

- **Controlling costs of loss and risk management measures** are important goals of airport risk managers and municipalities that own airports. Chubb RES's risk control efforts are aligned with this goal, and we work to help you prevent accidents and reduce the severity of incidents, should they occur. We work to identify complex aviation hazards as well as common ones, such as trip and fall hazards, which can lead to accidents and claims. Additionally, we recommend practical and economic measures to help eliminate or mitigate dangers. We understand the financial challenges that airports face, and we respect this by providing cost-effective alternatives or remedies to identified hazards.

At Chubb RES, we are well aware of the importance of risk management functions in complex airport environments. To help manage the costs of loss we continually promote the risk management discipline as an integral part of management organizations at airports.

- Chubb has many **specialty consultative services** available to airports. We have full time consultants in the following areas: Safety Management Systems (SMS), fall prevention, industrial hygiene, environmental, ergonomics, construction, fleet safety, workers compensation, program auditing, boiler and machinery, and Leadership in Energy and Environmental Design (LEED). These consultants can be called upon to assist your airport with safety practices and procedures. In addition, Chubb has a fully accredited environmental health laboratory to analyze air samples, when needed.

Some of our specialty consultative services utilized by airports include:

- SMS process development
- Ramp safety evaluations for ground handling
- Industrial hygiene air sampling in terminals and baggage handling areas
- Worker hazard assessments of new bag conveyor systems
- Contractor and ongoing construction safety assessments
- Driver safety programs for airport-owned bus and shuttle fleets
- Physical and administrative controls for tenant operations and activities, as well as transportation service providers (taxis)

- Slip, trip, and fall assessments in new terminals and train stations, consolidated rental car facilities, etc., prior to opening
- Slip resistance testing in terminals and parking areas
- Accident investigation and risk assessment training
- Review and development of airfield electrical safety, confined space and hot work permit programs
- Job safety analyses

The broad spectrum of expertise and diverse capabilities possessed by Chubb RES in the aviation industry enable us to offer our clients a single consulting resource to help identify, assess, evaluate, and address the broad spectrum of airport loss control needs. Chubb RES can be a valuable resource – one that will help you protect your most valuable assets.

Contact Us:

Jerry Ruth
Senior Vice President
Chubb Aerospace, Airports
and Special Risk
Jerry.Ruth@chubb.com
504.310.3604

Ginga Griffin
Principal HSE Consultant
Chubb Risk Engineering Services
Ginga.Griffin@chubb.com
770.518.9210

Chubb. Insured.SM

Chubb is the marketing name used to refer to subsidiaries of Chubb Limited providing insurance and related services. For a list of these subsidiaries, please visit our website at www.chubb.com. Insurance provided by ACE American Insurance Company and its U.S. based Chubb underwriting company affiliates. All products may not be available in all states. This communication contains product summaries only. Coverage is subject to the language of the policies as actually issued. Surplus lines insurance sold only through licensed surplus lines producers.


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GENERAL REQUIREMENTS

THE POLICY INCLUDES THE FOLLOWING:

Coverage Includes: (Indicate Yes/No and Premium, If Any)

1. Named Insured (Per Section II)
☒ Yes ☐ No Included Premium
2. Sixty-day cancellation and non-renewal notice
☐ Yes ☒ No 30-day Notice Included Premium
3. Notice of claims provisions (Per Section II)
☐ Yes ☒ No See Exceptions Premium
4. Failure to disclose provision (Per Section II)
☒ Yes ☐ No There is an exception as written in Notification of Claims condition Premium
5. Automatic coverage for newly acquired/formed organizations
☐ Yes ☒ No One year 10/01/25-10/01/26 Premium
6. Indicate term of program quoted (one-year or three-year) and any special renewal provisions.
One year 10/01/25-10/01/26
7. Carrier(s) meet A.M. Best requirements. ☒ Yes ☐ No
8. Carrier(s) on NAIC approved list and acceptable to Texas Insurance Department.
☒ Yes ☐ No
9. Service of Suite Endorsement Included. ☒ Yes ☐ No
10. Policy(ies) comply with applicable surplus lines laws.
☒ Yes ☐ No

	Victor Insurance Managers	7/29/2025
Authorized Signature	Company	Date

PROPOSAL FORM FOR AIRPORT EXCESS LIABILITY

1. Proposed Insurer
2. Please show premiums for the following:

Limits	Premiums
Airport Excess Liability \$40,000,000	\$47,215
War, Hijacking, and Terrorism \$40,000,000	TRIA: \$4,721 War: \$4,721. *if both are purchased, War will be \$1,180.
Hangerkeepers Legal Liability \$40,000,000 Occurrence \$40,000,000 Any One Aircraft	Included
Malpractice \$40,000,000	Included, however at \$15M Limit

3. Indicate if the following coverage extensions are included and the additional premium, if any:

- a. Sudden and accidental pollution

☐ Yes ☒ No ☐ Premium

"Hostile fire" exception to pollution exclusion.

☐ Yes ☒ No ☐ Premium

Building heating equipment exception to pollution exclusion.

☐ Yes ☒ No ☐ Premium

- b. Automatic waiver of subrogation.

☐ Yes ☒ No ☐ Premium

- c. Blanket contractual liability.

☐ Yes ☒ No ☐ Premium

- d. Contractual personal injury coverage.

☐ Yes ☒ No ☐ Premium

Personal injury includes employment-related offenses.

☐ Yes ☒ No ☐ Premium

Personal injury includes shock, mental anguish and injury, humiliation and discrimination.

☒ Yes ☐ No ☐ Premium

See exceptions page

e. Automatic additional insured where required by written agreement.
_____ Yes X No _____ Premium

f. Host liquor liability.
_____ Yes X No _____ Premium

g. Amended definition of occurrence.
X Yes _____ No _____ Premium
[Refer to Expected or Intended Injury on primary policy exclusions page.](#)

h. Employees included as insureds.
X Yes _____ No Included Premium

i. Coverage for XCU hazards and construction operations.
_____ Yes X No _____ Premium

j. Non-owned watercraft liability.
_____ Yes X No _____ Premium

k. Coverage for punitive damages where not barred by law.
_____ Yes X No _____ Premium

l. Coverage for worldwide products/completed operations.
[Refer to definition of "Coverage Territory" in primary policy, Definition Item 8.](#)
_____ Yes _____ No _____ Premium

m. Coverage extended to premises, operations and independent contractors.
_____ Yes X No _____ Premium

If no, please explain. _____

4. Please indicate if premium quoted is flat or auditable and composite rate.
Flat

5. Please indicate method of premium payment (monthly, quarterly, annually, etc.)
Annually

6. Please explain any special conditions or exceptions applicable to this coverage on the exception page. _____

7. Are specimen policy forms and endorsements included for **all** lines of insurance?
Y Yes _____ No


Authorized Signature

Victor Insurance Managers
Company

7/29/2025
Date

EXCEPTION FORM FOR AIRPORT EXCESS LIABILITY

Please use this page to explain any differences between the specification requirements and your proposal. This form must list all exceptions/additions to the specifications by line of coverage. Failure to list exceptions accurately could result in disqualification and rejection of your proposal.

Please specifically list and explain all exceptions/additions to any item in Section II - General Underwriting Requirements.

General Requirements:

1. Named Insured follows form of Primary Coverage for Who is a Covered Party

3. Notice of claims is included but not modified to show knowledge of claim upon receipt by Risk Management Manager of the City of Laredo.

Proposal Form:

Limits of Liability:

Malpractice Limit: \$15m xs of \$10m Primary

Personal/Advertising Injury: \$15m xs of \$10m primary

d. Definition of "bodily injury" in the Primary Policy, amended on excess policy to add the following:

"Bodily injury also means fear of bodily injury, sickness, disease, fright, or mental anguish."

The definition does not list shock, humiliation and discrimination coverage.



Authorized Signature

Victor Insurance Managers

Company

7/29/2025

Date

Mike McClanahan

Vice President and Program Manager, Public Entities
(713) 787-2431
michael.mcclanahan@victorinsurance.com

Mr. McClanahan is Senior Vice President and Program Manager for the Public Entity Program in Houston, Texas for Victor Insurance Managers LLC. Mr. McClanahan's primary role includes office manager, account manager, casualty reinsurance broker and manager for brokered policy services for retail, wholesale, and MGA programs for Houston.

Mr. McClanahan has thirty years' experience in underwriting and brokerage services with the most recent eighteen years devoted to public entity clients and pool partners. Mr. McClanahan began his career in sales as a licensed agent. Prior to joining Victor Insurance Managers LLC in 2006, he held various commercial underwriting positions for major carriers including Hartford, Zurich, and ACE. Mr. McClanahan's areas of expertise include underwriting, reinsurance program negotiation, and individual brokered account services.

Mr. McClanahan holds a Bachelor of Science degree in Finance from Illinois State University. In addition, Mr. McClanahan is a General & Surplus Lines licensed agent in all 50 states, as well as licensed Reinsurance Broker, Reinsurance Manager and Managing General Agent.

Heena Patel

Senior Account Executive, Vice President, Public Entities
(713) 787-2424
Heena.Patel@victorinsurance.com

Heena Patel is Vice President and Senior Account Executive for the Public Entity Program in Houston, Texas for Victor Insurance Managers LLC. Heena's primary role is Account Executive for risk pool clients and management of all brokered policy services for individual pool members.

Heena has been with Victor Insurance for over 30 years and has dedicated her career to public entity insurance. Heena's experience includes brokering ancillary coverages for various state pools as well as assuming lead positions for public entity programs in Texas, Connecticut, Illinois, Pennsylvania, North Carolina, and several other states. Her expertise is in creative underwriting, multiparty negotiation skills, business analytics/ valuations, coverage analysis/comparisons and new business presentations. Currently, Heena is responsible for all levels of cyber, windstorm, flood, general liability, and other ancillary coverages.

Heena holds a Bachelor of Science degree in Finance from Angelo State University. In addition, Heena has an AU designation, as well as General Lines and Surplus Lines Licenses in Texas.

Jessica Mendez

Account Executive, Assistant Vice President, Public Entities
(713) 787-2412
Jessica.mendez@victorinsurance.com

Jessica Mendez is Assistant Vice President and Account Executive for the Public Entity Program in Houston, Texas for Victor Insurance Managers LLC. Jessica's primary role is Account Executive for risk pool clients and management of all brokered policy services for individual pool members.

Jessica has over fifteen years of experience in underwriting and brokerage services with the most recent four years devoted to public entity clients and risk pool partners. Jessica began her career in sales as a licensed agent with State Farm, and she later transitioned into commercial liability underwriting before joining Victor Insurance Managers in 2020. In her current role, Jessica's responsibilities include account management, brokering various coverages for public entities such as Property, Liability, Cyber, Fiduciary, Flood, and Windstorm.

Jessica holds a Bachelor's degree in Marketing from The University of Houston. In addition, Jessica holds a General Lines license, Surplus Lines License, and a Life, Accident, Health & HMO license in Texas.

Elizabeth Torres

Account Executive, Assistant Vice President, Public Entities
(713) 787-2413
elizabeth.torres@victorinsurance.com

Elizabeth Torres is an Account Executive and Assistant Vice President within the Public Entities Program for Victor Insurance Managers, LLC in Houston, Texas.

Ms. Torres has 24 years of experience in the insurance industry and has held multiple positions with the following companies: State Farm, Amica, USI Insurance Services-Insurance Brokerage and Consulting, and Marsh McLennan Private Client Services. In 2021, Ms. Torres made a lateral move to Victor (A Subsidiary of Marsh & McLennan Companies) where she currently focuses on a variety of coverages for public entities, such as but not limited to, Bonds, Crime, Fiduciary, Flood, Property, and Windstorm. Ms. Torres' role includes account management, wholesale and retail brokerage, negotiations with carriers, quoting, remarketing, and managing new business submissions, while managing an assigned book of business. Ms. Torres has worked with a multitude of carriers, notably AIG, CHUBB, Cincinnati, PURE, The Hartford, Travelers, Wright Flood, and many others.

Ms. Torres is currently completing her Bachelor of Business Administration in International Business with a Double Major in Spanish from the University of Houston. In addition, she holds the following licenses and designations:

TX Resident License, Property, Casualty

Non-Resident Licenses, Property, Casualty, In the states of AZ, AR, CA, CO, MS, NJ, NM, and VA

AINS Designation, Associate in Insurance, The Institutes

API Designation, Associate in Personal Insurance, The Institutes

Caroline Lane

Account Executive, Assistant Vice President, Public Entities
(713) 787-2436
Caroline.lane@victorinsurance.com

Caroline Lane is an Account Executive and Assistant Vice President for the Public Entity Program in Houston, Texas for Victor Insurance Managers LLC. Caroline's primary role is managing public entity accounts, servicing policies, and maintaining long-standing relationships with cities, school districts, and other municipal clients.

Caroline has nearly three years of experience in the insurance industry and five years in prior management roles. Before joining Victor in March of 2025, Caroline served as a customer Service Director at a State Farm agency, where she led a team and worked closely with clients in both sales and service capacities.

In her current position, Caroline is responsible for account management, policy servicing, and client retention for a wide range of risk pool members and individual public entities. Her expertise spans across multiple lines of coverage, with a focus on renewals, compliance, and high-touch service delivery.

Caroline holds a General Lines License and a Life, Accident, Health & HMO License in Texas. She is passionate about supporting local governments and institutions through dependable insurance solutions and exceptional client care.

Professional Biography

Sharon Clark

Account Executive, Assistant Vice President, Public Entities
(713) 276-8164
sharon.clark@victorinsurance.com

Sharon Clark is Assistant Vice President and Account Executive for the Public Entity Program in Houston, Texas for Victor Insurance Managers LLC. Sharon's primary role is Account Executive for risk pool clients and management of all brokered policy services for individual pool members.

Sharon has 8 years of experience in the insurance industry. She began her career in insurance as a licensed State Farm Agency Owner. She has also worked as an Independent Agent and as an Agency Business Consultant with Farmers Insurance. Sharon joined Victor Insurance in 2025. In her current role, Sharon's responsibilities include account management and brokering various coverages for public entities such as Property, Liability, Cyber, Fiduciary, Flood, and Windstorm.

Sharon holds a General Lines Property and Casualty License and a Life, Accident, Health & HMO license in Texas.



VICTOR INSURANCE MANAGERS LLC



EPSILON (US) INSURANCE COMPANY

463 Mountain View Drive, Suite 301, Colchester, VT 05446

CERTIFICATE OF INSURANCE

INSURED: Victor Insurance Managers, LLC
7700 Wisconsin Avenue
Bethesda, MD 20814

INSURER: Epsilon (US) Insurance Company

POLICY NUMBER: 9302425

POLICY PERIOD: September 30, 2024 – September 30, 2025

LIMIT OF LIABILITY: \$20,000,000 per claim

TYPE OF INSURANCE: Professional Liability

CERTIFICATE HOLDER: Marsh & McLennan Companies, Inc.
and any of its Subsidiaries
1166 Avenue of the Americas
New York, NY 10036

Should the above described policy be cancelled before the expiration date thereof, the Insurer will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the Insured, the Insurer, their manager, agents or representatives.



Epsilon (US) Insurance Company
Authorized Representative

Date: September 30, 2024

PLEASE REFER ALL INQUIRIES TO MARSH & MCLENNAN COMPANIES, INC., RISK
MANAGEMENT DEPT., 1166 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK
10036

**POLICYHOLDER
DISCLOSURE NOTICE OF
TERRORISM INSURANCE
COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are 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 certain air carriers or vessels 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.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% , OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 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 IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

_____ I hereby elect to purchase terrorism coverage for a prospective premium of \$4,721

_____ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature

City of Laredo

Print Name

Date

Illinois Union Insurance Company

Insurance Company

No2202967 019

Policy Number

EXCESS LIABILITY POLICY

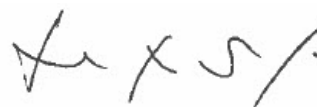
ILLINOIS UNION INSURANCE COMPANY

525 West Monroe Street, Suite 400
Chicago, IL 60661

IN WITNESS WHEREOF, Illinois Union Insurance Company has caused this policy to be executed and attested. This policy is a valid contract when countersigned by an authorized representative (where required by law).



Brandon Peene, Secretary



Juan Luis Ortega, President

SURPLUS LINES NOTICE:

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as a surplus line coverage under the Texas insurance statutes.

The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and this insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.



Excess Liability Policy

Illinois Union Insurance Company

Declarations

Policy No.:	Previous Policy No.:
1. NAMED INSURED AND MAILING ADDRESS:	
2. POLICY PERIOD:	
12 Months	From: (at 12:01 a.m. Standard Time at your mailing address shown above)
3. HAZARDS COVERED	
The Insured's legal liability arising out of their airport operations as covered by and defined in the Coverage Document of the Primary Insurer.	
4. ANNUAL PREMIUM	
The premium due hereon is:	\$
Plus premium for Extended War etc. Coverage	\$
Plus premium for Terrorism Risk Insurance Act Coverage	\$
Plus TX Surplus Lines Tax	\$
Plus TX Surplus Lines Stamping Fee	\$
5. PRIMARY INSURER	
6. LIMITS OF LIABILITY (ULTIMATE NET LOSS):	
This Policy will pay the DIFFERENCE BETWEEN the Total Limits (Item (b)) and the Primary Limits (Item (a)), as more fully described in the Policy Provisions forming part of this Policy.	
(a) PRIMARY LIMITS	
Bodily Injury, Personal / Advertising Injury and Property Damage Liability combined \$ each occurrence / offense and in the aggregate where applicable, included within which are the following sub- limits:	
Products-Completed Operations Aggregate Limit	\$
Personal / Advertising Injury Aggregate Limit	\$
Malpractice Aggregate Limit	\$
Fire Damage Limit Any One Fire	\$
Medical Expense Limit Any One Person	\$
Hangarkeepers Limit Any One Occurrence	\$
Hangarkeepers Limit Any One Aircraft	\$
Non-Owned Aircraft Liability Limit Any One Occurrence	\$

(b) TOTAL LIMITS under this Policy and the Coverage Document of the Primary Insurer combined.

Bodily Injury, Personal / Advertising Injury and Property Damage Liability combined \$ each occurrence / offense and in the aggregate where applicable, included within which are the following sub- limits:

Products-Completed Operations Aggregate Limit	\$
Personal / Advertising Injury Aggregate Limit	\$
Malpractice Aggregate Limit	\$
Fire Damage Limit Any One Fire	\$
Medical Expense Limit Any One Person	\$
Hangarkeepers Limit Any One Occurrence	\$
Hangarkeepers Limit Any One Aircraft	\$
Non-Owned Aircraft Liability Limit Any One Occurrence	\$

7. UNDERLYING COVERAGE DOCUMENTS OF ITEM 5 ABOVE:

Primary Insurer Coverage Document No.

Primary Limits: As stated in Item 6(a) above.

8. NOTICE OF CANCELLATION:

Minimum period of notice to the Insured: 30 Days, or;

(a) such lesser period as provided for under the Coverage Document of the Primary Insurer in respect of cancellation for non-payment of premium; or

(b) such longer period as may be imposed upon the Primary Insurer by law.

9. Notice of claim should be sent to:

Chubb Aerospace Claims
525 West Monroe Street
Chicago, Illinois 60661
Attn: Vice President, Aerospace Claims

All other notices should be sent to:

Chubb Aerospace
1100 Poydras Street, Suite 2150
New Orleans, Louisiana 70163-1121
Attn: Senior Vice President, Airport & Special Risk

10. ENDORSEMENTS AND NOTICE FORMING A PART OF THIS POLICY ON ITS EFFECTIVE DATE:

Excess Liability Policy Jacket AAP 200 (10/24)
Excess Liability Policy Declarations TML AP XS 9/6/2007 V3S
Excess Liability Policy TML AP XS 9/6/2007 V3
Illinois Union Surplus Lines Notice WSG-084 (05/11)
Service of Suit Endorsement SL-34255b (04/23)
Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses From Certified Acts of Terrorism AAP 270 (01/15)
Chubb Producer Compensation Practices & Policies ALL-20887 (10/06)
Trade or Economics Sanctions Endorsement ALL-21101 (11/06)
Texas Notice – Information and Complaints ALL-4Y30f (06/15)
U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders IL P 001 01 04
Policyholder Disclosure Notice of Terrorism Insurance Coverage TR-45231a (08/20)
Extended Coverage - War, Hi-Jacking and Other Perils Endorsement TML AP XS 9/16/2007 War

These Declarations, together with the policy and endorsements, if any, complete the above-numbered policy.

This policy is made and accepted based upon the statements contained in the "application" and is subject to the provisions and stipulations which are made a part of the policy, together with such other provisions, stipulations, and agreements as may be added.

Signature

By Authorized Representative

Illinois Union Insurance Company

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is not covered.

Throughout this policy, the word "Insured" refers to the Named Insured shown in the Declarations and to any other person or entity qualifying as an insured under the "Primary Policy". The word "Insurer" refers to the company providing this insurance. Other words and phrases that appear in quotation marks have special meanings as set forth in the **DEFINITIONS** section.

INSURING CLAUSE

THE INSURER AGREES, to the extent and in the manner hereinafter provided, to pay on behalf of the Insured those sums which the Insured shall become legally obligated to pay, or by final judgment be adjudged to pay, to any person or persons as damages because of bodily injury, personal injury, advertising injury or property damage caused by an occurrence or an offense during the period of this Policy and arising out of such hazards as are set forth in Item 3 of the Declarations and which are covered by and defined in the "Primary Policy", except as otherwise provided herein.

PROVIDED ALWAYS THAT:

- (a) Liability attaches to the Insurer only in respect of such hazards as set forth in Item 3 of the Declarations and only for such coverages and limits as are shown in Item 6(b) of the Declarations, and then only after the "Primary Insurer" has paid or has been held liable to pay the full amount of its "ultimate net loss" liability as set forth in the Declarations in Item 6(a) and designated as the "Primary Limit(s)"; and then the limits of the Insurer's liability will be such amount of "ultimate net loss" as will provide the Insured with "total limits" under the "Primary Policy" and this policy, combined, as set forth in Item 6(b) of the Declarations under the designation "Total Limit(s) under this Policy and the policy of the Primary Insurer Combined".
- (b) The inclusion of more than one person or entity as the Named Insured, or the inclusion of any additional Insureds under this Policy, shall not in any way operate to increase the Insurer's limits of liability beyond those provided in Item 8 (Limits of Liability) of the Declarations.
- (c) If any of the hazards covered by this Policy are subject to an aggregate Limit of Liability in the "Primary Policy", then the Limit of Liability under this Policy shall, as respects such hazard, apply in the aggregate for the period of this Policy.
- (d) Notwithstanding any of the terms of this Policy which might be construed otherwise, this Policy shall drop down only in the event of a reduction or exhaustion of the "Primary Limit(s)" and shall not drop down for any other reason, including, but not limited to, the inability to collect (in whole or part) any underlying insurance or inability of the Insured to pay, in full, any retention. The risk of inability to collect such underlying insurance (in whole or part), whether because of financial impairment or insolvency of any underlying insurer (including, but not limited to, the "Primary Insurer") or for any other reason, and the risk of inability or failure of the Insured to pay, in full, any retention, are expressly retained by the Insured and are not in any way or under any circumstances insured or assumed by the Insurer.
- (e) With respect to any occurrence or offense covered by the "Primary Policy" or any other insurance to which this Policy applies, the Insurer shall not be called upon to assume charge of the investigation, settlement or defense of any suit brought against the Insured, but the Insurer shall have the right and be given the opportunity to be effectively associated in the defense and trial of any suit relative to any occurrence or offense which, in the Insurer's opinion, may create liability on the part of the Insurer under the terms of this Policy.

- (f) The Insurer shall have the right, and shall be given the opportunity, to effectively associate with the Insured in the investigation, settlement or defense of any claim, even if the "Primary Limit(s)" have not been exhausted.

DEFINITIONS

- (a) "Costs" means interest accruing after entry of judgment, and reasonable and necessary investigation, adjustment and legal expenses (excluding, however, all office expenses of the Insured, all expenses for salaried employees of the Insured and general retainer fees for counsel normally paid by the Insured).
- (b) "Pollution" means the mere presence of "Pollutants" in any form, as well as the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of "Pollutants" in any form.
- (c) "Pollutants" include, without limitation, solid, liquid, gaseous or thermal irritants, any air emission, contaminant, smoke, vapor, soot, fume, acid, alkali, chemical, "waste", or any material alleged to be a possible or probable carcinogenic, odor, waste water, oil or other petroleum product, infectious or medical waste, asbestos or asbestos product, fungus (including mold or mildew or any mycotoxin, spore, scent or byproduct produced or released by fungi, other than any fungi intended by the insured for consumption.)
- (d) "Primary Insurer" means the insurer shown in Item 5 of the Declarations.
- (e) "Primary Limit(s)" means the limit(s) shown in Item 6(a) of the Declarations.
- (f) "Primary Policy" means the insurance policy issued by the "Primary Insurer" and shown in Item 7 of the Declarations.
- (g) "Total limit(s)" means the limit(s) shown in Item 6(b) of the Declarations under the designation "Total Limit(s) under this Policy and the policy of the Primary Insurer Combined"
- (h) "Ultimate net loss" means the amount payable in settlement of the liability of the Insured after making deductions for all recoveries and other valid and collectible insurances, except the policy of the "Primary Insurer", and shall exclude all expenses and "costs".
- (i) "Waste" includes materials to be recycled, reconditioned or reclaimed, whether or not the material has been disposed of by you or any person handling the waste.
- (j) The definition of "bodily injury" in the "Primary Policy", shall be amended by adding the following:

"Bodily injury" also means fear of bodily injury, sickness, disease, fright or mental anguish.
- (k) Except as provided herein, all other terms have the same meanings in this Policy as they do in the policy issued by the "Primary Insurer" shown in Item 9 of the Declarations.

EXCLUSIONS

The insurance provided hereunder is subject to all exclusions contained in the "Primary Policy", and is also subject to the following exclusions, even if they do not appear in the "Primary Policy":

(a) **NOISE AND POLLUTION AND OTHER PERILS.**

This Policy does not cover claims directly or indirectly, occasioned by, happening through, in consequence of:

- (1) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith;
- (2) "Pollution" or contamination of any kind whatsoever;

- (3) electrical or electromagnetic emission or interference of any kind whatsoever;
- (4) interference with the use of property; or
- (5) any direction, obligation, request, demand, order, or statutory or regulatory requirement, or any voluntary decision to do so, that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of "Pollutants" or "waste";

unless caused by or resulting in a crash, fire, explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

(b) SILICA EXCLUSION

This Policy does not apply to:

Bodily injury arising out of, resulting from, or in any way related to, in whole or in part, the respiration, inspiration, inhalation or breathing in of silica,

unless caused by or resulting in a crash, fire, explosion or collision or recorded in-flight emergency causing abnormal aircraft operation.

(c) DATE RECOGNITION EXCLUSION CLAUSE

This Policy is subject to the same Date Recognition Exclusion Clause as is contained in the "Primary Policy" and as may be modified by the Date Recognition Limited Coverage Endorsement if attached to and made part of the "Primary Policy".

(d) NUCLEAR RISKS EXCLUSION CLAUSE

(1) This Policy does not cover:

- (i) loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
- (ii) any legal liability of whatsoever nature;

directly or indirectly caused by or contributed to by or arising from:

- (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;
- (c) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

(2) It is understood and agreed that such radioactive material or other radioactive source in paragraph (1) (b) and (c) above shall not include:

- (i) depleted uranium and natural uranium in any form;
- (ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.

- (3) This Policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:
- (i) the Insured under this Policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or
 - (ii) any person or organization is required to maintain financial protection pursuant to legislation in any country; or
 - (iii) the Insured under this Policy is, or had this Policy not been issued would be, entitled to indemnification from any government or agency thereof.
- (4) Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph (2) shall (subject to all other terms, conditions, limitations, warranties and exclusions of this Policy) be covered, provided that:
- (i) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;
 - (ii) this Policy shall only apply to an incident happening during the period of this Policy and where any claim by the Insured against the Insurers or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;
 - (iii) in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

<u>Emitter</u> <u>(IAEA Health and Safety Regulations)</u>	<u>Maximum permissible level of</u> <u>non-fixed</u> <u>radioactive surface contamination</u> <u>(Averaged over 300cm²)</u>
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Bequerels/cm ² (10 ⁻⁴ microcuries/cm ²)
All other emitters	Not exceeding 0.4 Bequerels/cm ² (10 ⁻⁵ microcuries/cm ²)

- (iv) the cover afforded hereby may be cancelled at any time by the Insurer giving seven days' notice of cancellation.

(e) **WAR, HI-JACKING AND OTHER PERILS EXCLUSION CLAUSE (AVIATION)**

This Policy does not cover claims caused by

- (1) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.
- (2) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

- (3) Strikes, riots, civil commotions or labor disturbances.
- (4) Any act of one or more persons, whether or not agents of a Sovereign Power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.
- (5) Any malicious act or act of sabotage.
- (6) Confiscation, nationalization, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil military or de facto) or public or local authority.
- (7) Hi-jacking or any unlawful seizure or wrongful exercise of control of the aircraft or crew in flight (including any attempt at such seizure or control) made by any person or persons on board the aircraft acting without the consent of the Insured.

Furthermore, this Policy does not cover claims arising whilst the aircraft is outside the control of the Insured by reason of any of the above perils. The aircraft shall be deemed to have been restored to the control of the Insured on the safe return of the aircraft to the Insured at an airfield not excluded by the coverage territory of this Policy, and entirely suitable for the operation of the aircraft (such safe return shall require that the aircraft be parked with engines shut down and under no duress).

(f) **NO EXTENDED COVERAGE.**

Notwithstanding that the "Primary Policy" may provide insurance in respect of some of the perils excluded by the War, Hi-jacking and Other Perils Exclusion Clause (Aviation) forming part of this Policy, it is specifically understood and agreed that no such insurance is provided by this Policy and that the War, Hi-jacking and Other Perils Exclusion Clause (Aviation) forming part of this Policy remains unamended. To this extent, the insurance provided by this Policy shall not follow the provisions of the "Primary Policy".

(g) **FAILURE TO PAY**

This Policy does not apply to any loss, cost, injury, damage, expense, liability or obligation suffered or incurred by the Insured as a result of the inability, refusal or failure to pay of the "Primary Insurer" for any reason whatsoever, including without limitation, any financial impairment, insolvency or liquidation.

CONDITIONS

- (a) **INCURRING OF COSTS.** In the event of claim or claims arising which appear likely to exceed the "Primary Limit(s)", no "costs" shall be incurred by or on behalf of the Insured without the written consent of the Insurer.
- (b) **APPORTIONMENT OF COSTS.** "Costs" incurred by or on behalf of the Insured with the written consent of the Insurer, and for which the Insured is not covered by the "Primary Policy", shall be apportioned as follows:
 - (1) If any claim or suit can be settled or finally adjusted prior to the commencement of trial for not more than the "Primary Limit(s)", then no "costs" shall be payable by the Insurer.
 - (2) However, if the amount for which such claim can be so adjusted or settled exceeds the "Primary Limit(s)", then, if the Insurer consents to the proceedings continuing pursuant to (a) above, the Insurer shall contribute to the "costs" incurred by or on behalf of the Insured in the ratio that its proportion of the "ultimate net loss" as finally adjusted bears to the whole amount of such "ultimate net loss".
 - (3) In the event that the Insured elects not to appeal a judgment in excess of the "Primary Limit(s)", the Insurer may elect to conduct such appeal at its own cost and expense and shall be liable for the taxable court costs and interest incidental thereto, but in no event shall the total liability of the Insurer exceed the limit(s) of liability as provided for herein, plus the expenses of such appeal.

- (c) APPLICATION OF RECOVERIES. All recoveries or payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insured and the Insurer, provided always that nothing in this Policy shall be construed to mean that losses under this Policy are not payable until the Insured's "ultimate net loss" has been finally ascertained.
- (d) PRIMARY INSURANCE. Any changes made to the "Primary Policy" prior to the happening of an occurrence or offense for which claim is made hereunder (except as regards limits of liability and policy period, the renewal agreement (if any) and except as otherwise provided herein) shall automatically be included under this insurance, provided that should such changes affect the premium paid or to be paid to the "Primary Insurer", then premium hereon shall be adjusted accordingly.
- (e) ATTACHMENT OF LIABILITY. The Insurer's liability to pay under this Policy shall not attach unless and until the "Primary Insurer" shall have admitted liability for the "Primary Limit(s)", or unless and until the Insured has by final judgment been adjudged to pay an amount which exceeds such "Primary Limit(s)", and then only after the "Primary Insurer" has paid or has been held liable to pay the full amount of the "Primary Limit(s)".
- (f) OTHER INSURANCE. To the extent there is other insurance providing coverage for a claim under this Policy, other than underlying insurance or insurance that is specifically intended to be excess of this Policy, the liability of the Insurer under this Policy shall be limited to its pro rata share. Under this method, the Insurer's share is based on the ratio that its applicable limit of insurance bears to the "total limits".
- (g) MAINTENANCE OF PRIMARY INSURANCE. It is a condition of this Policy that the "Primary Policy" shall be maintained in full effect during the currency of this Policy except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of occurrences or offenses during the policy period.

In respect of the hazards set forth in Item 3 of the Declarations, this Policy is subject to the same warranties, definitions, terms, conditions and exclusions (except as regards the premium, the obligation to investigate and defend, the renewal agreement (if any), the amount and limits of liability other than the deductible or self-insurance provision where applicable, AND EXCEPT AS OTHERWISE PROVIDED HEREIN) as are contained in or as may be added to the "Primary Policy" prior to the happening of an occurrence or offense for which claim is made hereunder.

- (h) PREMIUM COMPUTATION AND ADJUSTMENT. The premium for this Policy shall be computed on the basis set forth herein, and the Insured agrees to pay, and the Insurer agrees to return, such additional or return premium as it becomes due.
- (i) CANCELLATION. This Policy may be cancelled by the Insured at any time by written notice or by surrendering this Policy. This Policy may also be cancelled by or on behalf of the Insurer by delivering to the Insured or by mailing to the Insured, by registered, certified or other first class mail, at the Insured's address as shown in the Declarations, written notice stating when thereafter the cancellation shall be effective, such notice being not less than the number of days notice shown in Item 8 of the Declarations. The mailing of notice as aforesaid shall be sufficient proof of notice and this Policy shall terminate at the date and hour specified in such notice.

If this Policy shall be cancelled by the Insured, the Insurer shall retain the customary short rate proportion of the premium hereon, except that if this Policy is on an adjustable basis, the Insurer shall receive the earned premium hereon or the customary short rate proportion of any minimum premium stipulated herein whichever is the greater.

If this Policy is cancelled by or on behalf of the Insurer, the Insurer shall retain the pro rata proportion of the premium hereon, except that if this Policy is on an adjustable basis, the Insurer shall receive the earned premium hereon or the pro rata proportion of any minimum premium stipulated herein whichever is the greater.

Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such notice shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

- (j) **NOTIFICATION OF CLAIMS.** The Insured, upon knowledge of any occurrence or offense likely to give rise to a claim hereunder, shall give immediate written notice to the person and address shown in Item 10 of the Declarations. However, unless the Insurer is prejudiced by the Insured's failure to comply with this requirement, no provision of this Policy requiring any Insured to give notice of any occurrence, offense, claim or suit, or to forward demands, notices, summonses or legal papers in connection with a claim or suit, will bar coverage under this Policy.
- (k) **FRAUDULENT CLAIMS.** If the Insured shall make any claim knowing the same to be false or fraudulent, as regards the amount or otherwise, this Policy shall become void ab initio (from the beginning) and all claims hereunder shall be forfeited.
- (l) **CURRENCY.** Where the dollar sign (\$) appears throughout this Policy, it indicates United States Dollars.
- (m) **NOTIFICATION OF FIRST NAMED INSURED.** Insurer will notify the first Named Insured in writing of:
 - 1. An initial offer to compromise or settle a claim made or suit brought against any Insured under this Policy. The notice will be given not later than the 10th day after the date on which the offer is made;
 - 2. Any settlement of a claim made or suit brought against any Insured under this Policy. The notice will be given not later than the 30th day after the date of the settlement.
- (n) **COOPERATION.** The Insureds shall give the Insurer such information and cooperation as the Insurer may reasonably require.
- (o) **CHANGES AND ASSIGNMENT.** Notice to or knowledge possessed by any person shall not effect a waiver of or change in any part of this Policy or estop the Insurer from asserting any right under the terms of this Policy. The terms of this Policy shall not be waived or changed, and no assignment of any interest under this Policy shall bind the Insurer, except as provided by endorsement issued to form a part hereof, signed by the Insurer or its authorized representative.
- (p) **TRADE OR ECONOMIC SANCTIONS OR OTHER LAWS OR REGULATIONS.** This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the Insurer from providing insurance, including, but not limited to, the payment of claims.

This Endorsement effective
Forms part of Policy Number
Issued to
By

EXTENDED COVERAGE - WAR, HI-JACKING AND OTHER PERILS ENDORSEMENT

This endorsement modifies the insurance coverage provided under this Policy.

1. In consideration of the additional premium shown in the Schedule of this endorsement, paragraphs (1), (3), (4), (5), (6) and (7) of Exclusion (e) are not applicable to the Coverages provided by this Policy, SUBJECT TO all terms and conditions of this endorsement.

2. **Limit of insurance - Aggregate Limit**

To the extent paragraph 1 above operates to extend the coverage provided by this Policy to a claim that otherwise would have been excluded by paragraphs (1), (3), (4), (5), (6) and/or (7) of Exclusion (e), the most we will pay for all bodily injury and property damage combined under this Policy shall not exceed the Aggregate Limit shown in the Schedule of this endorsement. The Aggregate Limit shown in the Schedule of this endorsement is included within, not in addition to, the Each Occurrence Limit shown in the Declarations.

3. **Exclusions**

To the extent paragraph 1 above operates to extend the coverage provided by this Policy to a claim that otherwise would have been excluded by paragraph (1) of Exclusion (e), this Policy still does not cover any liability for damage to any form of property situated on the ground outside Canada or the United States of America, unless such damage is caused by or arises out of the use of aircraft.

4. Any term, condition, provision, definition or endorsement, which relates to termination or cancellation of the insurance coverage provided under this Policy, is deleted as respects the coverage provided by this endorsement. Termination or cancellation of the coverage provided by this endorsement shall be governed solely by the provisions contained in this endorsement.

6. **Automatic Termination**

- (a) This endorsement shall TERMINATE AUTOMATICALLY upon the outbreak of war (whether there be a declaration of war or not) between any two or more of the following: France, the People's Republic of China, the Russian Federation, the United Kingdom and the United States of America.
- (b) To the extent the coverage under this Policy is extended by the deletion of paragraph (1) of Exclusion (e), this endorsement shall TERMINATE AUTOMATICALLY upon the hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, wheresoever or whensoever such detonation may occur, and whether or not the insured aircraft may be involved.
- (c) All coverage in respect of an insured aircraft requisitioned for either title or use, if any, shall TERMINATE AUTOMATICALLY upon such requisition.

This Endorsement effective
Forms part of Policy Number
Issued to
By

PROVIDED THAT if an insured aircraft is in the air when (a), (b) or (c) occurs, then the coverage provided by this endorsement (unless otherwise cancelled, terminated or suspended) shall continue in effect until such insured aircraft has completed its first landing thereafter and all passengers have disembarked.

7. Review and Cancellation

(a) Review of Premium and/or Geographical Limits (7 days)

Insurers may give notice to review the premium and/or geographical limits of this Policy at any time. Such notice is effective after the expiration of seven days from 23.59 hours Greenwich Mean Time on the day notice is given.

(b) Limited Cancellation (48 hours)

Following a hostile detonation as specified in 6(b) above, Insurers may give notice of a full or partial cancellation of this endorsement. Such notice is to be effective after the expiration of forty-eight hours from 23.59 hours Greenwich Mean Time on the day notice is given.

(c) Cancellation (7 days)

This endorsement may be cancelled by either Insurers or by the Named Insured by giving notice at any time. Such notice is to be effective after the expiration of seven days from 23.59 hours Greenwich Mean Time on the day notice is given.

(d) Notices

All notices referred to herein shall be in writing.

Subject otherwise to all terms and conditions of the Policy to which this endorsement is attached.

SCHEDULE

Aggregate Limit:	\$
Annual Additional Premium:	\$
Premium Due Hereon:	\$
Plus TX Surplus Lines Tax	\$
Plus TX Stamping Fee	\$

Authorized Representative

This Endorsement effective
forms part of Policy Number
Issued to
By

**AMENDMENT TO INCLUDE COVERAGE FOR CERTIFIED ACTS OF TERRORISM;
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:
AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY**

1. No exclusion of terrorism contained in this policy applies to a "certified act of terrorism".
2. In the event that aggregate insured losses certified under the federal Terrorism Risk Insurance Act (hereafter "TRIA") exceed \$100 billion in a calendar year and we have met our insurer deductible under TRIA, we are not liable for payment for any part of such losses that exceed \$100 billion.

In such case insured losses up to that amount will be pro-rated according to the procedures established by the Secretary of the Treasury of the United States of America.

3. "Certified act of terrorism" means an act certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism pursuant to TRIA. The criteria for a "certified act of terrorism" include the following:
 - A. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
 - B. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed as part of an effort to coerce the civilian population of the United States of America or to influence the policy or affect the conduct of the United States Government by coercion.
4. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

Endorsement No.



Chubb Producer Compensation
Practices & Policies

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.chubbproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

This Endorsement effective
forms part of Policy Number
Issued to
By

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

All other terms and conditions of the policy remain unchanged.

Authorized Representative



Texas Notice – Information and Complaints

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Company's toll-free telephone number for information or to make a complaint at:

1 (800) 352-4462

You may also write to the Company at:

Chubb
Customer Services
PO Box 1000
Philadelphia, PA 19106-3703

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1 (800) 252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact your agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de la Compañía para obtener información o para presentar una queja al:

1 (800) 352-4462

Usted también puede escribir a la Compañía:

Chubb
Customer Services
PO Box 1000
Philadelphia, PA 19106-3703

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1 (800) 252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Sitio web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente o la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas

ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

SERVICE OF SUIT ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Information about service of suits upon the company is given below. Service of process of suits against the company may be made upon the following person, or another person the company may designate:

Natalie D'Amora, Esq., Managing Counsel
Chubb
436 Walnut Street
Philadelphia, PA 19106-3703

The person named above is authorized and directed to accept service of process on the company's behalf in any action, suit or proceeding instituted against the company. If the insured requests, the company will give the insured a written promise that a general appearance will be entered on the company's behalf if a suit is brought.

If the insured requests, the company will submit to the jurisdiction of any court of competent jurisdiction. The company will accept the final decision of that court or any Appellate Court in the event of an appeal. However, nothing in this endorsement constitutes a waiver of the company's right to: remove an action to a United States District Court, seek a transfer of a case to another court, or to enforce policy provisions governing choice of law or venue selection, as may be permitted by the laws of the United States, or of any state in the United States.

The law of some jurisdictions of the United States of America requires that the Superintendent, Commissioner or Director of Insurance (or their successor in office) be designated as the company's agent for service of process. In these jurisdictions, the company designates the Director of Insurance as the company's true and lawful attorney upon whom service of process on the company's behalf may be made. The company also authorizes the Director of Insurance to mail process received on the company's behalf to the company person named above.

If the insured is a resident of Canada, the insured may also serve suit upon the company by serving the government official designated by the law of the insured's province.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

Authorized Representative

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are 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 certain air carriers or vessels 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. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 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 \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your term premium that is attributable to coverage for acts of terrorism is \$, and does not include any charges for the portion of losses covered by the United States government under the Act.

Illinois Union

INSURANCE COMPANY

525 West Monroe Street, Suite 400
Chicago, IL 60661

NOTICE

POLICY NO. _____

NAME OF INSURED: _____

ADDRESS: _____

We are pleased to enclose your policy for this account.

Please be advised that by binding this risk with the above referenced Surplus Lines Insurance Company, you agree that as the Surplus Lines Broker responsible for the placement of this insurance policy, it is your obligation to comply with all States Surplus Lines Laws including completion of any declarations/affidavits that must be filed as well as payment of any and all Surplus Lines taxes that must be remitted to the State(s). We will look to you for indemnification if controlling Surplus Lines Laws are violated by you as the Surplus Lines broker responsible for the placement.

You further confirm that any applicable state requirement concerning a diligent search for coverage by admitted carriers has been fulfilled in accordance with state law.

Thank you for this placement and your regulatory compliance.

Date: