

**Fine Arts  
Insurance**

**Museum Collection  
and Temporary Loans**

The insurance companies signatory hereto  
(hereinafter called the Company)  
each only for itself and not one for another  
by this joint policy of insurance  
do insure

**The State of Tennessee**

(hereinafter referred to as the Insured)

For the percentage underwritten for each and every loss covered hereunder as  
set forth under their respective names.

**Account Executive: Casey Wigglesworth**



**Huntington T. Block Insurance Agency, Inc.**

**An Aon Company**

1120 20th Street NW 6th Floor

Washington, DC 20036

Telephone: (202) 223-0673

Fax: (202) 331-8409

[www.HuntingtonTBlock.com](http://www.HuntingtonTBlock.com)

## DECLARATIONSPAGE

TheDeclarationsPageofthispolicystatestheCoveragethatyouhavechosen.Onlythosesectionsatare completedwithrespecttolimitsofliability,rates,orpremiumsshallbedeemedtobecoveredbythispolicy.

**PolicyType:** MuseumCollectionandTemporaryLoans

**NamedInsured:** TheStateofTennessee

**MailingAddress:** TreasuryDept./RiskManagement  
502DeaderickStreet  
Nashville,TN37243-0204

**PolicyTerm:** From: July1,2015 To: July1,2016  
12:01A.M.StandardTimeattheplaceofissuance.

**PolicyPremium:** \$36,950.00 Premium  
\$2,956.00 TerrorismpremiumAccepted  
  
\$39,906.00 TotalPremium

## PARTICIPATINGINSURANCECOMPANIES

In witnesswhereoftheCompanieshereunderhavecausedthispolicytobesignedbyadulyqualifiedofficer, attorneyoragent,this1stdayofJuly,2015.

<b>Company(s):</b>	<b>PolicyNumber(s):</b>	<b>Percentage Underwritten:</b>
IronshoreIndemnityInc.	HTB-002073-000	100%

**SignatureforCompany(s):** HuntingtonT.BlockInsuranceAgency,Inc.

IssuedDate:June17,2015

By:  \_\_\_\_\_

## DECLARATION PAGE

### DESCRIPTION OF COVERAGES PROVIDED

#### PROPERTY COVERAGE – FINE ART MUSEUM POLICY

**Limits of Liability:**

- a. \$75,000,000 at the Insured's premises:  
as per the attached schedule of locations
- b. \$25,000,000 at any other location, worldwide.
- c. \$25,000,000 in transit on any conveyance, worldwide.
- d. \$75,000,000 in any one loss or disaster, either in case of partial or total loss, or salvage charges, or expenses, or all combined.

**Deductible:**

\$0 each claim for loss or damage separately occurring.

#### TERRORISM COVERAGE

**Limit of Liability:**

- a. \$75,000,000 as per forms attached.

#### EARTHQUAKE COVERAGE

**Limit of Liability:**

- a. Included

#### ADDITIONAL INTERESTS

#### SPECIAL CONDITIONS AND ATTACHMENTS

CIP_LOC	Schedule of Covered Locations
MUSFRMB0709b	Museum Collection and Temporary Loans Policy July 2009b Inst Radioactive Cont, Chem, Biological, Bio-Chem & Electro Weapons Excl
CL370-USCANB	Clause
NCB	No Claims Bonus
ILP0010104	OFAC Advisory Notice
IL0250(09-08)	Tennessee Changes-Cancellation And Nonrenewal
ALL-21101(11-06)	Trade or Economic Sanctions Clause

## FINEARTSINSURANCE SCHEDULEOFCOVEREDLOCATIONS

**NamedInsured:** TheStateofTennessee

**EffectiveDate:** July1,2015

**CoveredLocations:**

The following is a listing of the locations covered by this policy. Locations added after inception will be endorsedherein.

- 1 TreasuryDept./RiskManagement502DeaderickStreet  
Nashville,TN37243-0204,USA
- 2 TennesseeStateMuseum  
JamesK.PolkBuilding505DeaderickStreet  
Nashville,TN37243,USA
- 3 NationalCivilRightsMuseum  
450M ullberryStreet  
Memphis,TN38103,USA
- 4 TennesseeStateLibraryandArchives  
4037t hA venue  
Nashville,TN37243,USA
- 5 ArtMuseumoftheUniversityofMemphis  
3750N orriswood  
Memphis,TN38152,USA
- 6 MiddleTennesseeStateUniversityCenterforPopularMusic  
1735B lueRaiderDr  
Murfreesboro,TN37132,USA
- 7 UniversityofTennessee  
TheFrankH.McClungMuseum1327CircleParkDrive  
Knoxville,TN37996,USA
- 8 EastTennesseeStateUniversity  
CarrollReeceMuseum,GilbreathDriveBuilding36  
JohnsonCity,TN37614,USA
- 9 Alllocationsowned,operated,oroccupiedbytheStateofTennessee,  
USA

<b>Company(s):</b>	<b>PolicyNumber(s):</b>	<b>Percentage Underwritten:</b>
IronshoreIndemnityInc.	HTB-002073-000	100%
<b>SignatureforCompany(s):</b>	HuntingtonT.BlockInsuranceAgency,Inc.	
IssuedDate:June17,2015	By:  _____	

## Huntington T. Block Insurance Agency, Inc.

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### FINEARTSINSURANCE

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#### MUSEUMCOLLECTIONANDTEMPORARYLOANSCOVERAGE

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1. **Property Insured:** This policy covers fine arts and collectible objects of every description including but not limited to paintings, etchings, drawings, photographs (including their frames, glasses and shadow boxes), rare books and manuscripts, numismatic objects, rugs, tapestries, antiques, sculpture, statuary, ceramics, pottery, porcelain, memorabilia, natural history objects or historical artifacts, archeological objects, video artwork, packing crates, installation and re-installation material, and technical equipment including video monitors, projectors, EDPhardware and software of a non-artistic value used in association with, or as part of an exhibit used in indirect association with an installation or exhibition, and other bona fide works of art, or rarity, historic value, or artistic merit, all constituted as follows:
  - (a) Property of the Insured;
  - (b) Property of others on loan to the Insured;
  - (c) Property of others offered as gifts to the Insured or for sale to the Insured and while awaiting formal acceptance;
  - (d) The Insured's interest in residuary gifts and jointly owned property, but only to the extent of the Insured's interest therein at time of loss or damage;
  - (e) The Insured's Reference Library including but not limited to portfolios, books, exhibition catalogs, manuscripts, letters, documents, slides, photographs, negatives, videos and computer data.

all of the above being insured while on a "wall to wall" basis from the time said property is removed from its normal repository, incidental to shipment, until returned thereto or other point designated by the owner or their agent prior to return shipment, including while in transit and while on exhibition or otherwise worldwide.
2. **Policy Term:** This policy shall attach at 12:01 A.M. Standard Time at the place of issuance shown on the Declarations Page. This policy covers losses payable hereunder for the term indicated.
3. **Perils Insured:** All risks of physical loss or damage from any external cause, except as hereinafter excluded. Loss, if any, payable to the Insured or order.
4. **Limits of Liability:** The Insurer shall not be liable under this section of this policy for more than the sums stated on the Declarations Page or as otherwise stated elsewhere in this policy.
5. **Deductible:** Each claim for loss or damage separately occurring shall be adjusted separately and from the amount of such adjusted claim the sum which is stated on the Declarations Page shall be deducted. This clause shall not apply, however, to property described in paragraph 1 (b) and (c), or to Property of the Insured, on a "wall to wall" basis from the time said property is removed from its normal repository, incidental to shipment, until returned thereto or other point designated by the owner or their agent prior to return shipment, including while in transit and while on exhibition or otherwise worldwide.
6. **Premium:** The premium for the policy year stated on the Declarations Page shall be due and payable as of the effective date.

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**VALUATION**


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- 1. Basis of Valuation:** It is understood and agreed that in event of loss or damage hereunder, all property coming under the protection of this insurance shall be valued at and insured hereunder as follows:
- a) Property of the Insured, the Property shall be valued at the higher of the price paid for the Property (plus any transit, acquisition fees or restoration costs incurred by the Museum in the acquisition) or the current market value of the property at the time any loss or damage occurs. (The loss or damage shall be ascertained or estimated according to such current market value.) Property consisting of packing crates, installation and similar materials; and technical equipment including video monitors, projectors, EDP hardware and software of a non-artistic value, used in direct association with or part of a specific exhibition or installation, are valued at replacement cost.
  - b) Property of others loaned to the Insured, and which the Insured has been instructed to insure or for which the Insured may be liable, shall be valued at amounts agreed upon by the Insured and owners, or otherwise the Insurer shall not be liable beyond the current market value of the property at the time any loss or damage occurs and in no event for an amount in excess of that specified in the policy. Ascertainment or estimate of loss shall be made by the Insured and the Insurer, or if they differ then the amount of loss will be determined as provided by the Arbitration Clause of the policy.
  - c) Property of others offered as gifts to the Insured or for sale to the Insured and while awaiting formal acceptance shall be valued at amounts agreed upon by the Insured and owners, or otherwise the Insurer shall not be liable beyond the current market value of the property at the time any loss or damage occurs and in no event for an amount in excess of that specified in the policy. Ascertainment or estimate of loss shall be made by the Insured and the Insurer, or if they differ then the amount of loss will be determined as provided by the Arbitration Clause of the policy.
  - d) Property acquired or to be acquired by the Insured as a gift or under wills or similar bequests shall be valued at the current market value at time loss or damage occurs. In no event, however, shall this policy cover such property beyond the Insured's interest therein and in the event of loss of such property such interest of the Insured at time of loss shall be that as stipulated in the will, bequest, contract or other document executed between the Insured and the donor of said property.
  - e) The Insured's reference library, including portfolios, books, exhibition catalogs, manuscripts, letters, documents, slides, photographs, negatives, videos and computer data, shall be valued at the cost to repair or replace. If the Property cannot be repaired or replaced, it shall be valued at current market value.
- 2. Partial Loss:** In cases of partial loss, or damage to any insured item, the amount payable shall be the cost and expense of repair and/or restoration plus any resulting depreciation in value, but not exceeding the full insured value of that item.
- 3. Currency Fluctuation:** Notwithstanding the limits of insurance stated herein, it is hereby agreed that in the event of loss or damage to the property insured hereunder, with an original valuation in currency other than US Dollars (and/or other currencies), claims will be paid in US Dollars (and/or other currencies), equivalent to the amount of loss in the original currency at the date of settlement.

- 4. Library of Congress Valuation Clause:** With respect to loans from the Library of Congress, Washington, DC: The Library of Congress shall have the right to elect to receive reimbursement in the form of property of a similar nature to the item lost or damaged, such property to be acquired by the Library of Congress within one year from the date of loss as satisfactory replacement of the lost or damaged property for which loss is payable under this policy. In the event of such election, the Insurer shall bear the cost of such property acquired by the Library of Congress.

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## **LEGAL LIABILITY COVERAGE**

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1. In Consideration of the Premium Charged, this section covers the liability of the Insured as bailee of all loan properties on which the Insured has been instructed not to insure (excluding, however, any property for which the Insured has obtained assigned release of liability from the owner) and in the event of any action involving the Insured for loss or damage to such property the Insurer is to defend (to the monetary extent of its proportionate interest in this insurance) all such actions and to pay its proportionate share of all legal fees, court costs, fines, or judgments.
2. The Insured shall not voluntarily assume any liability nor incur any expense nor settle any claim without the agreement of the Insurers unless done at the Insured's own cost. The Insured shall not interfere in any negotiations for settlement nor in any legal proceedings, but whenever requested, and at the Insurer's expense, the Insured shall aid in securing information and evidence and the attendance of witnesses, and shall cooperate with the Insurer, except in a pecuniary way, in all matters which the Insurer may deem necessary in the defense of any suit or in the prosecution of any appeal.

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## **POLICY EXCLUSIONS**

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This policy does not insure against loss or damage caused by:

1. Wear and tear, gradual deterioration, moths, vermin, inherent vice, or loss or damage sustained due to or resulting from any repairing, restoration, or retouching process. However, this exclusion shall not apply where the Insurers and/or their representatives have directed repairing, restoration, retouching, or other process following a loss.
2. War Risks, except with respect to Insured Property in oversea transit, including:
  - (1) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack
    - (a) by any government or sovereign power (de jure or de facto); or by any authority maintaining or using military, naval or air forces; or
    - (b) by military, naval or air forces; or
    - (c) by an agent of any such government power, authority or forces;
  - (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
  - (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

War Risks in overseas transit as described above, is at all times subject to 48 hours notice of cancellation, given by either party. Once the cancellation date is reached coverage under this policy shall terminate only with respect to shipments that commence after the cancellation date.

3. Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the perils insured against in this policy; however, subject to the foregoing and all provisions of this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radiation or radioactive contamination is insured against by this policy.

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### ADDITIONAL COVERAGE

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1. **U.S. Indemnity Deductible Coverage:** It understood and agreed that this policy can be used to cover any U.S. Arts & Artifacts Indemnity Deductible up to \$500,000 per exhibition, based on the Certificate of Indemnity issued by the U.S. Government Indemnity Program. However, this policy shall not cover war risks, nuclear reaction, nuclear radiation, radioactive contamination or terrorism as detailed in this policy's exclusions and conditions. The amount payable for loss or damage is in addition to the limits of insurance shown on the Declarations page.

No deductible applies to this coverage.

2. **Registration Papers and Records:** The Insurer will pay up to \$50,000 in any one loss for Insured's cost to research, replace or restore lost or damaged papers and records used to conduct the administrative functions of the Registrar's office (or similar office), including those that are on computer software, for which there are no duplicates. The amount payable is in addition to the limits of liability shown in the Declarations Page. No deductible applies to this coverage.

3. **Cost of Preparing Inventory:** In the event of loss resulting from a peril insured under this Policy, the Insurer will pay the Insured's necessary expense to prepare a complete inventory of the damaged and undamaged property including: (1) Quantities (2) Costs (3) Values and (4) Amount of loss claimed.

The most the Insurer will pay under this extension is \$50,000. The amount payable is in addition to the Limits of Liability shown on the Declarations Page. No deductible applies to this coverage.

4. **Debris Removal:** This policy covers expenses incurred for the removal of all debris of the Property Insured hereunder, caused by any Insured Peril. The Insurer will not be liable for such cost amounting to more than 25% of the insured value of the property. In no event shall the total incurred by the Insurer for debris removal and claim settlement exceed the Limit of Insurance on the Policy.

Payment under this Coverage Extension will not increase the applicable Limit of Insurance, but if:

- (a) The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurance; or
- (b) The debris removal expense exceeds the amount payable under the 25% limitation;

We will pay up to an additional \$25,000 in any one occurrence under this Coverage Extension.

**5. Fire Department Service Charge:** When the fire department is called to save or protect Insured Property from an Insured Peril, the Insurer will pay up to \$25,000 for the Insured's liability for Fire Department Service Charges:

- a) Assumed by contractor by agreement prior to loss; or
- b) Required by local ordinance

The amount payable is in addition to the Limits of Insurance shown on the Declarations Page. No deductible applies to this coverage.

**6. Fire Extinguishing System Discharge:** The Insurer shall pay up to \$25,000 in any one occurrence for the cost to refill the Insured's fire extinguishing systems which protect the Insured Property when they discharge as intended to control a loss due to an Insured Peril. In addition, the Insurer agrees to pay up to \$25,000 in any one occurrence for the cost to refill these systems should they accidentally discharge. The Insurer shall not be liable for discharge that happens at the time of installation, testing, repair or recharging of the fire extinguishing systems. The amount payable is in addition to the limits of liability shown on the Declarations Page. No deductible applies to this coverage.

**7. Lock/Key Insurance:** Subject to a limit not exceed \$50,000, in any one occurrence, this Policy also covers the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including the cost of their installation. Such loss shall be covered only if in conjunction with a loss caused by a Peril insured under this Policy.

**8. Owners/Lenders as Loss Payees/Additional Insureds:** Owners and lenders of Property Insured under this policy shall be Loss Payees and/or Additional Insureds, as their respective interests may appear.

**9. Expediting Expenses:** We will pay your actual and reasonable costs resulting from a covered loss of or damage to Covered Property to expedite or repair including, but not limited to, overtime, night work, work on public holidays, rapid transportation of people and/or materials, and extra costs of temporary repair.

This Coverage Extension will apply from the date of the covered loss or damage and for such time reasonably necessary to repair, or otherwise mitigate loss for covered properties.

The most we will pay under this Coverage Extension in any one occurrence involving one or more items of Covered Property is \$25,000.

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## GENERAL CONDITIONS

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**1. Arbitration:** If the Insured and the Insurer fail to agree as to the amount of loss, each shall, on the written demand of either made within sixty (60) days after receipt of proof of loss by the Insurer, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire, then on the request of the Insured or the Insurer, such umpire shall be selected by a judge of a court of record in the state in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the current market value at the time of loss and the amount of loss, and failing to agree shall submit their difference to the umpire. An award in writing of any two shall determine the amount of loss. The Insured and the Insurer shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The Insurer shall not be held to have waived any of its rights by any act relating to appraisal.

**2. Assignment of Policy:** This policy shall be void if assigned or transferred without the written consent of the Insurer.

**3. Automatic Reinstatement:** In the event of a loss under this policy the amount of such loss is automatically reinstated immediately without additional premium and the insurance shall remain in force for the full policy limits set forth on the Declarations Page.

**4. Cancellation:** This policy may be canceled by either the Insured or the Insurer on giving sixty (60) days notice in writing to the other, but ten (10) days notice in the event of non-payment of the premium. Such notices shall not apply to Property in due course of Transit. Upon such cancellation the Insured shall furnish to the Insurer a complete statement of the Insured Property and pay the pro-rata premium to date of cancellation as provided.

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

**5. Changes:** The terms of this policy can only be changed by an endorsement issued with approval of the Insurer and forming part of this policy.

**6. Collection from Others:** No loss shall be paid hereunder if the Insured has collected the same from others.

**7. Each Insurer:** The interest of each Insurer hereunder is individual and not joint, and whenever the right or privilege is retained by the Insurers, such right or privilege may be exercised by each Insurer independently.

**8. Examination Under Oath:** The Insured shall submit, and so far as is within his or their power, shall cause all other persons interested in the property and members of the household and employees to submit to examinations under oath by any persons named by the Insurer, relative to any and all matters in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Insurer or its representatives, and shall permit extracts and copies thereof to be made.

**9. Excess Insurance:** Permission is granted to the Insured to purchase excess insurance without prejudice to this Policy, nor shall the existence of such insurance, if any, reduce or affect the Insurers' liability under this Policy.

**10. Liberalization Clause:** If a revision of this policy form which would broaden coverage without an additional premium is adopted during this policy period, or within 6 months before Fine Art coverage is effective, the broadened coverage will apply.

**11. Loss Buy Back:** The Insured shall have the right to repurchase from the Insurer property of the Insured that is recovered for the amount paid to the Insured for the loss, plus an amount which represents loss adjustment and recovery expenses.

Damaged property of the Insured, for which a total loss has been paid, may be re-purchased by the Insured at its fair market value at the time of loss.

The Insurer agrees to notify the Insured by mail at the last known address of the right to repurchase damaged or recovered property and the Insured shall have sixty (60) days from date of such notice to exercise the repurchase right.

**12. Misrepresentation and Fraud:** This Policy shall be void if the Insured has intentionally concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or in case of any fraud, attempted fraud or false swearing by the Insured (touching any matter) relating to this insurance, or the subject thereof, whether before or after a loss.

**13. No Benefit to Bailee:** This insurance shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

**14. Notice of Loss:** In the event of loss or damage which may give rise to a claim under this insurance, notice is to be given to the Insurer as soon as is reasonably possible, and to the police if a crime is suspected. The Insured shall also file with the Insurer or its agent within ninety (90) days from the date of loss, a detailed sworn proof of loss. Moreover, the insured must give the insurer such relevant information and evidence as may reasonably be required, and cooperate fully in the investigation and adjustment of any claim.

**15. Other Insurance:** If there is any other valid and collectible insurance covering the Property Insured hereunder, whether prior, subsequent to, or simultaneous with this Insurance, which in the absence of this insurance would cover the loss or damage hereby covered, then the Insurer shall not be liable hereunder for more than the excess over and above such other insurance.

This clause, however, shall not apply to insurance effected by owners of property loaned to the Insured and the existence of such insurance or payment of a loss thereunder shall not constitute a defense to any claim otherwise payable under this policy, nor shall such insurance be called on to contribute to any loss payable hereunder. **The provisions of this clause do not apply to insurance expressed to be underlying or to excess amounts insured hereunder.**

**16. Packing and Securing of Property in Transit or Storage:** It is a condition of this insurance that the Insured will take all reasonable steps to ensure that Property Insured under this Policy will be packed by competent packers and in such a manner as to withstand the normal hazards associated with transit or storage.

**17. Pairs and Sets:** In the event of the total loss of any articles which are part of a pair or set, this Insurer agrees to pay the Insured, at the option of the Insured, the full amount of the value of such pair or set as determined by the Valuation Clause contained herein, subject otherwise to the applicable Deductible Clause set forth herein, and the Insured agrees, if such option is elected, to surrender the remaining article or articles of the pair or set to the Insurer.

**18. Prevailing Terms and Conditions:** All matters not provided for herein or by endorsement hereon shall be covered by the terms and conditions of the Insurer's printed policy form to which this form is attached and which has been issued in conjunction herewith. The forgoing clauses contained in this form are to supersede and take the place of all other clauses in the printed form of the policy where in they may conflict.

**19. Required by Law:** Any provisions required by law to be stated in policies issued by subscribers hereto shall be deemed to have been stated herein.

In the event of litigation, subscribers hereto, upon request, agree to issue separate policies covering their individual subscription.

**20. Settlement of Claims :** All adjusted claims, the settlement amount and terms of which have been agreed by the Insurer and the Insured, shall be paid or made good to the Insured within thirty (30) days after satisfactory proof of interest and loss has been received and accepted at the office of the Insurer.

- 21. Subrogation:** In the event of any payment under this policy the Insurers shall be subrogated to all the Insured's rights of recovery therefore against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights. This clause shall not apply, however, to museums or other cultural institutions in which the Insured Property is being exhibited or on loan. In addition, this clause shall not apply to professional packers and shippers, auction houses, lenders or other individuals or institutions or other bailees with whom the Insured has waived their right of recovery, in writing, prior to a loss.
- 22. Suit Against Insurer:** No suit, action or proceeding for the recovery of any claim under this policy shall be sustainable in any court of law or equity unless the same be commenced within twelve (12) months next after discovery by the Insured of the occurrence which gives rise to the claim. Provided, however, that if by the laws of the state within which this policy is issued such a limitation is invalid, then any such claims shall be void unless such action suit or proceeding be commenced within the shortest limit of time permitted by the laws of such state to be fixed herein.
- 23. Value Declared:** It is understood and agreed that any Property Insured hereunder while in transit may be dispatched under a declaration as being "without artistic value", the values declared in such cases being only nominal values.

10/11/2003

**INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPON EXCLUSION CLAUSE**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
  - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
  - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

CL370

**U.S.A. & CANADA ENDORSEMENT FOR THE  
INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL,  
BIO-CHEMICAL AND ELECTROMAGNETIC WEAPON EXCLUSION CLAUSE  
10/11/03**

This policy is subject to the Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical And Electromagnetic Weapons Exclusion Clause 10/11/03 (RACCBE). The inclusion of RACCBE in this policy is material to underwriters' willingness to provide coverage at the quoted terms, conditions and rates.

It is the intent of the parties to give maximum effect to RACCBE as permitted by law. In the event that any portion of RACCBE may be found to be unenforceable in whole or in part under the law of any state, territory, district, commonwealth or possession of the U.S.A., or any province or territory of Canada, the remainder shall remain in full force and effect under the laws of that state, territory, district, commonwealth or possession, province or territory. Further, any such findings shall not alter the enforceability of RACCBE under the laws of any other state, territory, district, commonwealth or possession of the U.S.A., or any province or territory of Canada, to the fullest extent permitted by applicable law.

CL370-USCANB  
29/01/04

**NO-CLAIMSBONUS**

It is hereby understood and agreed that the Insurers agree to pay a "No-Claims Bonus" if no claim is or has been or will be filed against the policy number.

The "No-Claims Bonus" will be due and payable upon completion of a "No-Claims" declaration by the Insured for each of the periods specified below, subject to the Insured agreeing to renew this insurance with existing Insurers for the following period. The "No-Claims Bonus" will be calculated as follows:

10% of the gross written premium

<b>Company(s):</b>	<b>Policy Number(s):</b>	<b>Percentage Underwritten:</b>
Ironshore Indemnity Inc.	HTB-002073-000	100%
<b>Signature for Company(s):</b>	Huntington T. Block Insurance Agency, Inc.	
	By: 	

## U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICY HOLDERS ENDORSEMENT

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
- Narcotic traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website—<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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TENNESSEE CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:
- 5.** If this policy is cancelled, we will send the first Named Insured any premium refund due.
- The refund will be pro rata if:
- a.** We cancel; or
  - b.** The policy is cancelled at the request of a premium finance company that has financed this policy under a premium finance agreement.
- The refund may be less than pro rata if the first Named Insured cancels the policy.
- The cancellation will be effective even if we have not made or offered a refund.
- B.** The following is added to the **Cancellation** Common Policy Condition:
- CANCELLATION OF POLICIES IN EFFECT FOR 60 DAYS OR MORE**
- If this policy has been in effect for 60 days or more, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
- 1.** Nonpayment of premium, including any additional premium, calculated in accordance with our current rating manual, justified by a physical change in the insured property or a change in its occupancy or use;
  - 2.** Your conviction of a crime increasing any hazard insured against;
  - 3.** Discovery of fraud or material misrepresentation on the part of either of the following:
    - a.** You or your representative in obtaining this insurance; or
    - b.** You in pursuing a claim under this policy;
  - 4.** Failure to comply with written loss control recommendations;
  - 5.** Material change in the risk which increases the risk of loss after we issued or renewed insurance coverage;
  - 6.** Determination by the insurance commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of Tennessee or any other state;
  - 7.** Your violation or breach of any policy terms or conditions; or
  - 8.** Other reasons that are approved by the insurance commissioner.
- Notice of cancellation will state the reason for cancellation.

- C. The following is added and supersedes any provisions to the contrary:

**NONRENEWAL**

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and agent, at least 60 days before the expiration date unless:
  - a. We have offered to issue a renewal policy; or
  - b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's addresses shown in the policy. If notice is mailed, proof of mailing will be sufficient proof of notice.

- D. The following is added to the **Premiums** Common Policy Condition:

Whenever an insurance policy which is financed with a premium finance company is cancelled, the insurer shall return, within 30 days after the effective date of the cancellation, whatever gross unearned premiums are due under the insurance policy directly to the premium finance company for the account of the first Named Insured.

## TRADEORECONOMICSANCTIONS

**THISENDORSEMENTCHANGESTHEPOLICY.PLEASEREADITCAREFULLY**

Thisinsurancedoesnotapplytotheextentthattradeoreconomicsanctionsorotherlawsorregulationsprohibit usfromprovidinginsurance,including,butnotlimitedto,thepaymentofclaims.Allothertermsand conditionsofpolicyremainunchanged.

**Company(s):**  
IronshoreIndemnityInc.

**PolicyNumber(s):**  
HTB-002073-000

**Percentage**  
**Underwritten:**  
100%

**SignatureforCompany(s):**

HuntingtonT.BlockInsuranceAgency,Inc.

By:   
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