

SERVICE OF SUIT CLAUSE ENDORSEMENT

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

1. This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within the Policy. The Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).
2. In any cause of action arising under this policy, or certificate, cover note, or other confirmation of this insurance issued by your surplus lines agent, we will, at your request, submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing herein constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. In any suit instituted against us upon this policy, we will abide by the final decision of such court or of any appellate court in the event of appeal.
3. All lawful process may be served in any action, suit or proceeding instituted by, or on behalf of, you or any beneficiary under this policy, against us arising out of this policy, upon:

Matthew Wagner, Chief Legal Officer
Concert Group
44 South Vail Avenue
Suite 107
Arlington Heights, IL 60005

4. Pursuant to any law of any state, the District of Columbia or territory of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner or Director of Insurance or other applicable individual specified for that purpose in the applicable statute or regulation, or his successor or successors in office, as attorney or agent for receipt of lawful service of process as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of you or any beneficiary hereunder arising out of this policy of insurance, and we hereby designate the above-named as the person to whom the said individual, the surplus lines producer, or any applicable state surplus lines association or stamping office, is authorized to mail such process or a true copy thereof. The service of process as set forth above and below is cumulative to any other methods which may be provided by law for service of process upon us.
5. **THE LANGUAGE OF THIS ENDORSEMENT ABOVE IS MODIFIED IN EACH APPLICABLE STATE AS SET FORTH BELOW TO COMPLY WITH CERTAIN STATE SPECIFIC REQUIREMENTS AND DISCLOSURES:**

Alabama

By issuing a surplus lines policy in Alabama, we are deemed to have appointed the Alabama Insurance Commissioner as our attorney upon whom may be served all lawful process in any action or proceeding in Alabama arising out of such policy, pursuant to the procedures set forth in Ala. Code § 27-10-33. We have thirty (30) days from the date the Insurance Commissioner mails a copy of the process to the person designated in Section 3 of this Endorsement within which to answer or plead in response to the action. Process served upon the Insurance Commissioner and copy thereof forward to us shall for all purposes constitute valid and binding service thereof upon us.

Alaska

We may be sued upon a cause of action arising in Alaska under any surplus lines contract made by us, or any evidence of such insurance issued or delivered by the surplus lines broker, under the procedure provided in AS 21.33. The Alaska Director of the Division of Insurance shall mail process to the person designated in Section 3 of this Endorsement. Further, by assuming a surplus lines risk, we subject ourselves to Chapter 34 of Title 21. Insurance, Alaska Statutes.

Arizona

By issuing or delivering a surplus lines policy through a surplus lines broker in Arizona, we are conclusively deemed to have irrevocably appointed the Arizona Director of Insurance as our agent for acceptance of service of all legal process issued in Arizona in any action or proceeding under or arising out of such policy, and service of the process on the director is lawful personal service on us.

Arkansas

When Arkansas is the home state of the insured, we may be sued upon any cause of action arising in Arkansas under any surplus lines contract issued by us or certificate thereof issued by the surplus lines broker, under the procedure provided in A.C.A. § 23-65-203. Further, if Arkansas is the home state of the insured, we shall be deemed to have authorized service of process against us as provided in A.C.A. § 23-65-318 and to have appointed the Arkansas Insurance Commissioner as our agent for service of process issuing upon any cause of action arising in Arkansas under any policy. The Insurance Commissioner shall mail process to the person designated in Section 3 of this Endorsement.

California

We may be sued upon any cause of action arising in California under any surplus line insurance contract made by us, or any evidence of such insurance issued or delivered by the surplus line broker, pursuant to the procedures set forth in Cal. Ins. Code §§ 1610 to 1620, inclusive. Further, by assuming surplus line insurance, we subject ourselves to Chapter 6 of the California Insurance Code.

Colorado

We may be sued upon any cause of action arising in Colorado under any contract issued by us as a surplus lines contract pursuant to Colorado surplus lines law, in the district court of the county in

which the cause of action arose. Service of legal process against us may be made in any such action by service upon the Colorado Insurance Commissioner. The Insurance Commissioner shall forthwith mail the process served or a true copy thereof to the person designated in Section 3 of this Endorsement, by prepaid certified mail with return receipt requested. We have forty (40) days from the date of service of process upon the Insurance Commissioner within which to plead, answer, or otherwise defend the action. Upon service of process upon the Insurance Commissioner in accordance with C.R.S.A. § 10-5-114 the court shall be deemed to have jurisdiction in personam of us. As a nonadmitted insurer issuing such policy we are deemed thereby to have authorized service of process against us in the manner and to the effect as provided in C.R.S.A. § 10-5-114, and to have appointed the Insurance Commissioner as our agent for service of process issuing upon any cause of action arising in Colorado under any such policy.

Connecticut

By acting as a surplus lines insurer in Connecticut, we shall be considered to have irrevocably appointed the Connecticut Insurance Commissioner as our agent for receipt of service of process in accordance with C.G.S.A. § 38a-25(a).

Delaware

We shall be sued upon any cause of action arising in Delaware under any contract issued by us as a surplus lines contract pursuant to Delaware surplus lines law, in the Superior Court of Delaware. Service of legal process against us may be made in any such action by service upon the Delaware Insurance Commissioner as provided in 18 Del. C. § 1934(b). The Insurance Commissioner shall forthwith mail a copy of the process served to the person designated in Section 3 of this Endorsement, by prepaid registered or certified mail with return receipt requested. Upon service of process upon the Insurance Commissioner in accordance with 18 Del. C. § 1934 the court shall be deemed to have jurisdiction in personam over us. As a nonadmitted insurer issuing such policy we are deemed thereby to have authorized service of process against us in the manner and to the effect as provided in 18 Del. C. § 1934.

Florida

By acting as a surplus lines insurer in Florida, we shall be deemed thereby to have authorized service of process against us in the manner and to the effect as provided for in Section 626.937, Florida Statutes, and to have appointed the Florida Chief Financial Officer as our agent for service of process upon any cause of action arising in Florida under any such policy, contract, or insurance.

Georgia

By issuing or delivering a surplus line policy through a surplus line broker in this state, we shall be deemed thereby to have appointed the Georgia Insurance and Fire Safety Commissioner as our attorney for acceptance of service of all legal process issued in Georgia in any action or proceeding arising out of the policy, and service of process upon the Commissioner shall be lawful personal service upon us. The Commissioner shall mail process to the person designated in Section 3 of this Endorsement.

Hawaii

We may be sued upon any cause of action arising in Hawaii under any surplus lines insurance contract made by us or evidence of insurance issued or delivered by the surplus lines broker pursuant to the procedure provided in Part II of Article 8 of Title 24, Chapter 431, Hawaii Revised Statutes. By assuming surplus lines insurance in Hawaii, we are deemed to have subjected ourselves to Article 8 of Title 24, Chapter 431, Hawaii Revised Statutes. The Insurance Commissioner for the Hawaii Insurance Division shall mail process to the person designated in Section 3 of this Endorsement.

Idaho

We shall be sued upon any cause of action arising in Idaho under any contract issued by us as a surplus line contract pursuant to Idaho surplus lines law, in the district court of the county in which the cause of action arose. Service of legal process against us may be made in any such action by service upon the Director of the Department of Insurance of Idaho as provided in Idaho Code Ann. § 41-334(1). The director shall forthwith mail a copy of the process served to the person designated in Section 3 of this Endorsement, by prepaid registered mail with return receipt requested. We have thirty (30) days from the date of service upon the director within which to plead, answer, or otherwise defend the action. Upon service of process upon the director in accordance with Idaho Code Ann. § 41-1231 the court shall be deemed to have jurisdiction in personam over us.

Illinois

We hereby designate the Illinois Director of Insurance and his successors in office as our true and lawful attorney, upon whom may be served all lawful process in any action, suit or proceeding arising out of any insurance we write delivered pursuant to 215 Ill. Comp. Stat. §5/445.

Iowa

We may be sued upon a cause of action arising in Iowa under a surplus lines insurance policy or contract placed by us or upon evidence of insurance placed by us and issued or delivered in Iowa by a surplus lines insurance producer.

Kentucky

We shall be sued upon any cause of action arising in Kentucky under any contract issued by us as a surplus lines contract pursuant to subtitle 10 of the Kentucky Insurance Code, in the Circuit Court of the county in which the cause of action arose. Any service of legal process against us may be made in any such action by service upon the Secretary of State of the State of Kentucky as provided in Ky. Rev. Stat. Ann. § 304.3- 230(5).

Louisiana

We shall be sued upon any cause of action arising in Louisiana under any contract issued by us as a surplus lines contract pursuant to Chapter 2, Part 1, Subpart O of the Louisiana Insurance Code, in the district court of the parish in which the cause of action arose. Service of legal process against us may be made in any such action by service upon the Secretary of State of the State of Louisiana or some other person in his office whom he may designate during his absence. The secretary of state shall forthwith mail the documents of process served, or a true copy thereof, to the person designated in Section 3 of this Endorsement by registered or certified mail or by commercial courier

as defined in La. Rev. Stat. Ann. Tit. § 13:3204(D). We have forty (40) days from the date of service upon the secretary of state within which to plead, answer, or otherwise defend the action. Upon service of process upon the secretary of state in accordance with this provision, the court shall be deemed to have jurisdiction in personam over us.

Maine

We shall be sued, upon any cause of action arising in Maine under any contract issued by us as a surplus lines contract pursuant to Chapter 19 of the Maine Insurance Code, in the Superior Court. Service of legal process against us may be made in any such action by service of 2 copies upon the person designated in Section 3 of this Endorsement. Upon service of process in accordance with 24-A M.R.S.A. § 2019, the court is deemed to have jurisdiction in personam of us.

Maryland

We hereby appoint the Maryland Insurance Commissioner as agent for the acceptance of service of process in Maryland.

Michigan

We hereby appoint the Michigan Insurance Commissioner as our resident agent for the purposes of service of process in Michigan.

Minnesota

We hereby appoint the Minnesota Commissioner of Commerce as our resident agent for purposes of service of process.

Mississippi

We may be sued upon any cause of action arising in this state under any contract issued by us as a nonadmitted insurer in Mississippi, in a court of competent jurisdiction in any county in which the plaintiff may reside, or in which the cause of action arose. We hereby authorize service of citation or other legal process upon the Mississippi Commissioner of Insurance. The Commissioner shall forthwith mail the citation or other legal process by registered mail or certified mail with return receipt requested to the person designated in Section 3 of this Endorsement. We have thirty (30) days from the date of service on the Commissioner within which to plead, answer, or otherwise defend the action. Upon service of process upon the Commissioner the court shall be deemed to have jurisdiction in personam of us. By issuing such insurance policy or contract we shall be deemed thereby to have authorized service of process upon us in the manner and effect as provided in Sections 83-21-17 through 83-21-31, and as provided in the Mississippi Rules of Civil Procedure.

Missouri

We may be sued upon any cause of action arising in this state under any surplus lines insurance contract made by us or evidence of insurance issued or delivered by the surplus lines broker pursuant to the procedure provided in Sections 375.256 to 375.266, Missouri Statutes. By assuming surplus lines insurance in Missouri, we are deemed thereby to have subjected ourselves to the provisions of Sections 384.011 to 384.071, Missouri Statutes. The Director of the Missouri

Department of Insurance shall mail process to the person designated in Section 3 of this Endorsement.

Nevada

We may be sued in a district court in Nevada for any cause of action arising against us in Nevada under any insurance contract we enter into under Chapter 685A of Title 57, Nevada Revised Statutes. We hereby appoint the Nevada Insurance Commissioner as our attorney in fact for receiving service of process. Service of process must be made in accordance with NRS 380A.260. Upon such service, the Division of Insurance shall forthwith forward such process to the person designated in Section 3 of this Endorsement. Upon service of process in accordance with NRS 685A.200, the court shall be deemed to have jurisdiction in personam of us. We have 40 days from the date of service of the summons and complaint upon the Commissioner within which to plead, answer or defend any such suit.

New Jersey

If we have not been made eligible as a surplus lines insurer by the Commissioner of the New Jersey Department of Banking and Insurance in accordance with Section 11 of P.L. 1960, c. 32 (C. 17:22-6.45), we may be sued upon any cause of action arising in New Jersey under any surplus lines contract issued by us or certificate, cover note or other confirmation of such insurance issued by the surplus lines agent, pursuant to the procedure as is provided in the Unauthorized Insurers' Process Act, P.L. 1952, c. 330 (C. 17:51-1 et seq.). The Commissioner of the New Jersey Department of Banking and Insurance shall mail process to the person designated in Section 3 of this Endorsement.

New Mexico

Service of process against us may be made upon the New Mexico Superintendent of Insurance as provided in N.M.S.A. § 59A-14-16.

New York

We hereby appoint the Superintendent of Insurance of the State of New York and his successor and successors in office as his and their duly authorized deputies, as the true and lawful attorney for us in and for the State of New York, upon whom all lawful process may be served in any action, "suit" or proceeding instituted in the State of New York by or on behalf of any insured or beneficiary against us, arising out of this insurance policy.

North Carolina

We may be sued upon any cause of action arising in North Carolina, under any surplus lines contract made by us or evidence of insurance issued or delivered by the surplus lines licensee, pursuant to the procedure provided in North Carolina G.S. 58-16-30. By engaging in surplus lines insurance in North Carolina we shall be deemed to have subjected ourselves to Article 21 of Chapter 58, North Carolina General Statutes. The North Carolina Commissioner of Insurance shall mail process to the person designated in Section 3 of this Endorsement.

North Dakota

We hereby appoint the North Dakota Insurance Commissioner as our true and lawful attorney upon whom legal process in any action or proceeding against us must be served. We agree that any legal process against us which is served upon the Commissioner is of the same legal force and validity as if served upon us. This authority continues in force so long as any liability remains outstanding in North Dakota.

Oklahoma

By issuing or delivering a surplus line policy through a surplus lines licensee or broker in this state, we are conclusively deemed thereby to have irrevocably appointed the Oklahoma Insurance Commissioner as our attorney for acceptance of service of all legal process, other than a subpoena, issued in Oklahoma in any action or proceeding under or arising out of the policy, and service of process upon the Insurance Commissioner shall be lawful personal service upon us. The Insurance Commissioner shall immediately mail process to the person designated in Section 3 of this Endorsement, by mail with return receipt requested. We shall have forty (40) days after the date of mailing within which to plead, answer, or otherwise defend the action.

Oregon

We may be sued upon any cause of action arising in Oregon under any surplus lines contract on an Oregon home state risk made by us or evidence of insurance issued or delivered by the surplus lines licensee pursuant to the procedure provided in ORS 735.490. By assuming surplus lines insurance in Oregon, we shall be considered thereby to have subjected ourselves to ORS 735.400 to 735.495. If we transact outside Oregon a surplus lines insurance contract covering an Oregon home state risk, we are subject to ORS 735.485 and to ORS 735.490, or to rules adopted by the Oregon Director of the Department of Consumer and Business Services in lieu thereof. Process shall be delivered to the person designated in Section 3 of this Endorsement.

Pennsylvania

We may be sued upon any cause of action arising in the Commonwealth of Pennsylvania under any surplus lines insurance contract made by us or evidence of such insurance issued or delivered by a surplus lines licensee. Any service of process on us shall be made pursuant to the procedures provided by 42 Pa.C.S. Ch. 53 Subch. B (relating to interstate and international procedure). By accepting surplus lines insurance we are deemed thereby to have subjected ourselves to accepting service of process under 42 Pa.C.S. Ch. 53 Subch. B.

Puerto Rico

In any action brought in Puerto Rico under an insurance contract issued as a surplus line pursuant to Title 26, Subtitle 1, Chapter 10, by us, duplicate copies of legal process shall be served upon the Commissioner of Insurance of the Commonwealth of Puerto Rico. The Commissioner shall forthwith mail one copy of the process so served to the person designated in Section 3 of this Endorsement, by registered mail with return receipt requested. Upon service of process upon the Commissioner and such mailing of process, the court shall be deemed to have jurisdiction in personam over us. We shall have forty-five days after such date of mailing within which to plead, answer, or otherwise defend the action. At time of such service of process the plaintiff shall pay to the Commissioner three dollars, taxable as costs in the action.

South Carolina

We hereby appoint the Director of the South Carolina Department of Insurance to be our true and lawful attorney upon whom all legal process in any action or proceeding against us must be served. We agree that any lawful process against us which is served upon the Director is of the same legal force and validity as if served upon the insurer and that the authority continues in force so long as any liability remains outstanding in South Carolina.

South Dakota

Any cause of action against us arising in South Dakota on a surplus line contract shall be brought in the circuit court for the county in which the cause of action arose. Service of legal process against us may be made in any such action by service upon the South Dakota director of the Division of Insurance as provided in S.D. Codified Laws § 58-6-39. The director shall forthwith mail a copy of the process served, to the person designated in Section 3 of this Endorsement, by prepaid registered or certified mail with return receipt requested. We shall have thirty days from the date of service upon the director within which to plead, answer, or otherwise defend the action. Upon service of process upon the director in accordance with S.D. Codified Laws § 58-6-38, the court shall be deemed to have jurisdiction in personam over us. By issuing a surplus lines policy, we are deemed thereby to have authorized service of process against us in the manner and to the effect as provided in S.D. Codified Laws § 58-6-37.

Tennessee

We may be sued upon any cause of action arising in Tennessee under any surplus lines insurance contract issued by us or certificate, cover note or other confirmation of the insurance issued by the surplus lines agent, pursuant to the same procedure as is provided for unauthorized insurers in Title 56, Chapter 2, Part 6 and Tenn. Code Ann. § 56-7-105(b) of the of Tennessee Insurance Law. By assuming a surplus lines insurance risk pursuant to Title 56, Chapter 14, Part 1, we are deemed to have subjected ourselves to the requirements of Tenn. Code Ann. § 56-14-112.

Texas

We may be sued on any cause of action arising in Texas under any surplus lines insurance contract issued by us or under any certificate, cover note, or other confirmation of that insurance issued by the surplus lines agent, under the same procedure as is provided for unauthorized insurers in Sections 7.1404, 7.1410, and 7.1411 of Title 28 of the Texas Administrative Code (relating to Service of Process Procedure for Domestic Insurers Approved To Operate under the Insurance Code, Article 1.28, Foreign and Alien Insurance Companies, Risk Retention Groups, Purchasing Groups, Third Party Administrators, Unauthorized Persons or Insurers, Organizations Formed under the Insurance Code, Article 3.71, and Surplus Lines Insurers; Service of Process on Commissioner on Behalf of Unauthorized Persons or Insurers; and Service of Process, Notice, Order, or Pleading on Secretary of State on Behalf of Unauthorized Persons and Insurers). By assuming a surplus lines risk under Chapter 981 of the Texas Insurance Code, we are subject to Tex. Ins. Code Ann. § 804.106. Any act of engaging in the business of insurance by us, an eligible surplus lines insurer, constitutes the irrevocable appointment by us of the Texas Secretary of State as agent for service of process arising from our engagement of the business of insurance in Texas, other than service of process for an action or proceeding by the department or state, and signifies our agreement that service under Tex. Ins. Code Ann. § 804.106 has the same effect as personal

service on us or our successor in interest. The plaintiff shall supply the address provided in Section 3 of this Endorsement in any citation served under Tex. Ins. Code Ann. § 804.106. Service of process as set forth in this Endorsement is in addition to any other method provided by law for service of process on a surplus lines insurer, including the method provided by Chapter 804, Subchapter C of the Texas Insurance Code.

Utah

By entering into a contract subject to the surplus lines law, we are considered to have irrevocably appointed the Commissioner of the Utah Insurance Department as our agent for receipt of service of a summons, notice, order, pleading, or other legal process relating to a Utah court or administrative agency proceeding arising out of a contract of insurance that is subject to the surplus lines law. The Commissioner shall immediately send by certified mail a copy of the process received to the person designated in Section 3 of this Endorsement.

Vermont

Issuing or delivering contracts of insurance to residents of Vermont or to corporations authorized to do business in Vermont is equivalent to and shall constitute an appointment of the Vermont Secretary of State to be our true and lawful attorney, upon whom may be served all lawful process in any action, suit, or proceeding instituted by or on behalf of an insured or beneficiary arising out of any such contract of insurance, and signifies our agreement that such service of process is of the same legal force and validity as personal service of process in Vermont upon us. Thereafter the service of process may be mailed to the person designated in Section 3 of this Endorsement.

Washington

For any cause of action arising in Washington under any contract issued as a surplus line contract under Chapter 48.15, we must be sued in the superior court of the county in which the cause of action arose. By issuing a policy under Chapter 48.15, we have authorized service of process against us in the manner prescribed under Wash. Rev. Code § 48.02.200. We hereby designate the Washington Commissioner of Insurance as the person upon whom such service of process may be made.

West Virginia

We may be sued upon a cause of action arising in West Virginia under a surplus lines contract made by us or evidence of insurance issued or delivered by the surplus lines licensee. The West Virginia Insurance Commissioner shall mail process to the person designated in Section 3 of this Endorsement.

Wisconsin

By entering into a contract subject to the surplus lines law, we are deemed to have irrevocably appointed the Wisconsin Commissioner of Insurance and Wisconsin Department of Financial Institutions as our attorneys to receive service of summons, notices, orders, pleadings and all other legal process relating to any court or administrative agency in Wisconsin as to any proceeding arising out of any contract that is permitted by Section 618.41, Wisconsin Statutes, or out of any certificate, cover note or other confirmation of such insurance.

Wyoming

We shall be sued, upon any cause of action arising in Wyoming under any contract we issue as a nonadmitted insurance contract pursuant to Chapter 11 of Title 26, Wyoming Statutes, in the district court of the county in which the cause of action arises. Legal process against us in any such action may be served upon the Wyoming Insurance Commissioner as provided in W.S. 26-3-122. The Insurance Commissioner shall immediately mail a copy of the process served to the person designated in Section 3 of this Endorsement, by prepaid registered or certified mail with return receipt requested. After service of process upon the Insurance Commissioner in accordance with W.S. 26-11-120, the court has jurisdiction in personam of us. By issuing a policy as a nonadmitted insurer we are deemed to have authorized service of process against us in the manner and to the effect provided in W.S. 26-11-120.

ALL OTHER TERMS, CONDITIONS, PROVISIONS AND EXCLUSIONS OF THIS POLICY REMAIN THE SAME.