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## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### **A. Application of Conditions**

Unless specifically stated in these Common Policy Conditions to the contrary, if there is a conflict between these Common Policy Conditions and Conditions in a Coverage Part, the Conditions in the Coverage Part will apply.

### **B. Notice to Third Party Administrator**

Any **Claim** (claim) or Notice of Circumstances reported to the third-party claim administrator, if any, as shown on the Declarations Page shall be deemed notice given to us.

### **C. Waiver or Changes of Policy Terms**

Notice to any agent or knowledge possessed by any agent or other person acting on behalf of us shall not effect a waiver or a change in any part of this Policy or prevent us from asserting any right under the terms of this Policy, nor shall the terms of this Policy be waived or changed except by written Endorsement issued by us to form a part of this Policy.

### **D. Fraudulent Claims**

If any **Insured** (insured) shall submit any **Claim** (claim) or demand for coverage under this Policy knowing such **Claim** (claim) or demand to be false or fraudulent in any respect, this Policy shall become null and void and all coverage under this Policy shall be forfeited.

### **E. Assignment of Interest**

The interest under this Policy of any **Insured** (insured) is not assignable. If the **Insured** (insured) shall die or be adjudged incompetent, this Policy shall cover the **Insured's** (insured's) legal representative as the **Insured** (insured) with respect to liability previously incurred and covered by this Policy.

### **F. Cancellation**

The following cancellation provisions apply to this Policy:

1. The **Named Insured** (Named Insured) may cancel this Policy or any Coverage Part by mailing or delivering to us advance written notice of the cancellation, stating when such cancellation shall be effective.

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2. We may cancel this Policy or any Coverage Part by mailing to the **Named Insured** (Named Insured) written notice of cancellation at least ten (10) days prior to the effective date of cancellation if we cancel for nonpayment of premium, or thirty (30) days prior to the effective date of cancellation if we cancel for any other reason.
  3. We will mail or deliver notice to the **Named Insured's** (Named Insured's) last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
  4. If we cancel this Policy or Coverage Part, the earned premium shall be calculated on a pro rata basis. If the **Named Insured** (Named Insured) cancels this Policy or Coverage Part, we shall retain the greater of the customary short rate proportion of the premium or the minimum earned premium, if any. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
  5. If this Policy, including any Endorsements hereto, has been canceled for nonpayment of premium, it is expressly understood and agreed that we may, at its sole discretion, effect a flat cancellation effective as of the Effective Date of this Policy. In such case, this Policy and any such Endorsements will be void ab initio and we will have assumed no liability hereunder.

#### G. Non-Renewal

If we decide not to renew this Policy, we will mail or deliver to the **Named Insured** (Named Insured) as shown on the Declarations Page, written notice of the non-renewal not less than forty-five (45) days prior to the Expiration Date. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### H. Named Insured as Sole Agent

The **Named Insured** (Named Insured) shall be the sole agent for all **Insureds** (insureds) under this Policy for the purpose of **1.** completing any **Application**, **2.** making any statements, representations, or warranties, **3.** accepting any notices, and **4.** effecting any changes to, or cancellation of, this Policy; provided, however, that nothing herein shall relieve any **Insured** (insured) of any of his or her obligations under this Policy.

#### I. Statements, Warranties and Representations

By accepting this Policy, each **Insured** (insured) agrees that:

1. The **Application** for insurance submitted by or on behalf of the **Named Insured** (Named Insured) will be considered a part of this Policy including all statements, warranties, and representations in connection with the underwriting or issuance of this Policy;
2. The statements, warranties and representations are material, accurate and complete;
3. We have issued this Policy in reliance upon statements, warranties, and representations; and

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4. Except as otherwise provided by applicable law, this Policy is void in any case of fraud or if any **Insured** (insured) ((or any agent or person acting on behalf of or for the benefit of any **Insured** (insured)) conceals or misrepresents any material fact or circumstance relating to this insurance.

**J. Application Definition**

**Application** means all forms, documents, or applications, including any attachments referred to or incorporated therein, submitted by or on behalf of an **Insured** (insured) or the **Named Insured** (Named Insured) to us in connection with a request for, and the underwriting of, this Policy or any policy of which this Policy is a direct or indirect renewal or replacement. The **Application** is incorporated into and forms a part of this Policy.

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## Important Notice for Policyholders

### Complaint Procedures and Toll-Free Phone Number

If you have questions about your policy, or about any insurance matter, you can contact your independent agent or broker. If you have additional questions, contact the company issuing the policy at the following address:

**Accelerant Specialty Insurance Company**  
400 Northridge Rd., Suite 800  
Sandy Springs, GA 30350

**Phone: 1-833-284-9200**

**Email: [uscomplaints@accelins.com](mailto:uscomplaints@accelins.com)**

If you have been unable to obtain satisfaction from either the agent or the company, you may contact your state Department of Insurance.

The Department of Insurance should be contacted only after the contacts with agent and the company have failed to produce a satisfactory solution to your problem.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED**

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

## **U.S. Treasury Department Office of Foreign Asset 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.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED**

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**Insured Name:**

**Policy Number:**

**Effective Date:**

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## Service of Suit

In the event of our failure to pay any amount claimed to be due under this policy, we agree to submit to the jurisdiction of any court of competent jurisdiction within the United States in which a suit for those amounts may be brought. Nothing in this condition constitutes or should be understood to constitute a waiver of our right 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.

Service of process in such suit may be made upon:

US General Counsel  
Accelerant Specialty Insurance Company  
400 Northridge Rd., Suite 800  
Sandy Springs, GA 30350

and in any suit instituted against us with respect to this policy, we will abide by the final decision of such court or of any Appellate Court in the event of an appeal.

To the extent required by the express provision of any statute of any state, territory, district of the United States, we hereby designate the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his successor or successors in office as our true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by you or on your behalf or any beneficiary hereunder arising out of this policy, and we hereby designate the above named Counsel as the person to whom the said officer is authorized to mail such process or true copy thereof.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED**

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**Insured Name:**

**Policy Number:**

**Effective Date:**

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

## **Trade or Economic Sanctions Exclusion Endorsement**

This endorsement modifies insurance provided under the following:

### **ALL PARTS OF THE POLICY**

This Policy does not provide any coverage, and we will not pay any Claim or expense, or provide any benefit under this Policy, to the extent that the provision of such coverage, payment of such Claim or expense, or provision of such benefit would expose us to any violation of any trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC").

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED**

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**Insured Name:**

**Policy Number:**

**Effective Date:**

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