



TEXAS INSURANCE COMPANY
NAIC No. 16543
10805 Old Mill Road, Omaha, Nebraska



TEXAS INSURANCE COMPANY
NAIC No. 16543
10805 Old Mill Road, Omaha, Nebraska

This Policy Consists of:

- Declarations
- One or more coverage parts

Coverage Part Consists of:

- One or more coverage forms
- Applicable forms and endorsements

In Witness Whereof, we have caused this policy to be executed and attested, and if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

President

Secretary

Questions about your Insurance? Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance resolving a complaint, call or write to the following (please include your policy or claim number in all correspondence):

In the event of a claim, please notify the following:

Email: newclaim@auw.com
Mail: Applied Risk Services, Inc. if **Named Insured Address** is outside of NY
Applied Risk Services of New York, Inc. if **Named Insured Address** is in NY
PO Box 3216
Omaha, Nebraska 68103-0216
Phone: (877) 234-4420

This insurance is effective with the Company as further specified below.

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by the Company. Company hereby binds themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

You are requested to reach this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

OTRI Insurance Services, LLC dba OpenTrack
333 Washington Ave N #300-9003
Minneapolis, MN 55401
ph. (612) 231-1522

SPECIMEN

CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurer hereunder is the Company identified below as Insuring Company.
3. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

SPECIMEN

Insured Name	Policy Number	Policy Effective Date

POLICYHOLDER NOTICE

Claims Reporting Procedure

An important value of your insurance coverage is the ability of the insurance company to respond when you have a claim. Applied Entertainment & Sports is committed to providing its insureds with effective claim services.

Notices of each incident, claim or suit must be sent immediately to:

Applied Risk Services, Inc.
10825 Old Mill Rd.
Omaha, NE 68154

Email: newclaim@auw.com

You will be contacted by a representative of the company's Claim Department. This representative will confirm receipt of the loss notice directly to you, provide a company claim number for all future correspondence, refer the claim to an adjuster if necessary, and discuss any further aspects of the claim.

INQUIRIES OR DISPUTES:

Should you wish to make a complaint or dispute concerning the premium or about a claim regarding the coverage under this Policy, you may do so either in writing or verbally to:

Applied Risk Services, Inc
ATTN: General Counsel
10805 Old Mill Road
Omaha, Nebraska 68154



Policy No.

Renewal of Policy No.

Named Insured:

Mailing Address:

Policy Period: Effective from _____ to _____ both days at 12:01 A.M. local standard time at your Mailing Address shown above

Covered Additional Drivers:

IN RETURN FOR THE PAYMENT OF PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE STATED IN THIS POLICY

Limit of Insurance:

Each Accident and in total for the period of insurance

Deductible: \$2,5000

Premium:

Wording and additional Forms attached hereto and any special conditions:

See attached Schedule of Forms and Endorsements AUW-00300B-NAC

Service of Suit may be made upon:

Per the attached Service of Suit Clause

Scheduled Track: See Track Transfer Coverage

In the event that you wish to make a claim under this policy, please notify the following:

Applied Risk Services, Inc.

10825 Old Mill Road

Omaha, NE 68154

Email: newclaim@auw.com

Insuring Company: Texas Insurance Company

Countersigned by:

Date

Authorized Representative

Insured Name:	Policy Number:	Policy Effective Date

PERSONAL AUTOMOBILE LIABILITY INSURANCE CONTRACT

This insurance contract insures your legal liability for injury caused to other people or damage to their property while you are driving an automobile on a "scheduled track" only. No cover is provided for liability arising at any other time or for damage to the automobile you are driving or to any of your own vehicles or other property.

Throughout this insurance contract "you" and "your" refer to the person or persons stated as the "named insured" in the Declarations and "we", "us" and "our" refer to the Insurer providing this insurance.

Other words and phrases that appear in quotation marks have special meaning as stated in section 6, **Definitions**.

1. What is covered

A. In return for the premium you have paid and subject to all of the terms and conditions of this insurance contract, we agree to pay damages for:

- i. "bodily injury", or
- ii. "property damage"

for which you or an "additional driver," become legally responsible because of an accident happening at a "scheduled track" during the period of insurance shown in the Declarations while you or the "additional driver":

- (a) are driving an automobile in the course of "driving activities" on the "scheduled track"; or
- (b) are a passenger in any automobile being driven by a "driving activity instructor" as part of official driving instruction provided in the course of "driving activities" on the "scheduled track".

Damages include any prejudgment interest awarded against you.

We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this insurance contract has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this insurance contract.

B. We will also pay on behalf of you or an "additional driver":

- i. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
- ii. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this insurance contract.

Insured Name:	Policy Number:	Policy Effective Date

iii. Other reasonable expenses incurred at our request.

Payments under this clause B will not reduce the limit of liability.

2. What is not covered

We do not provide any coverage under this insurance contract:

- A. if you or an "additional driver" intentionally cause "bodily injury" or "property damage";
- B. for physical injury to, destruction of or loss of use of:
 - i. any automobile being driven by you or an "additional driver" or a "driving activity instructor";
 - ii. any other vehicle or other property owned by, rented to or used by you or an "additional driver"; or
 - iii. any property in the care, custody or control of you or an "additional driver";
- C. for any liability for "bodily injury" to any person in an automobile being driven by you or an "additional driver" or a "driving activity instructor";
- D. for any liability arising from the use or ownership of any vehicle other than the automobile being driven at the time of an accident by you or an "additional driver" or a "driving activity instructor";
- E. for any liability resulting from any automobile:
 - i. being driven anywhere other than within the perimeters of a "scheduled track";
 - ii. being driven by anyone other than:
 - (a) you or an "additional driver", or
 - (b) a "driving activity instructor" while you or the "additional driver" are in the automobile with the "driving activity instructor";
 - iii. competing in, practicing for or preparing for any prearranged, professional or organized racing, speed, endurance or demolition contest;
- F. for any liability arising from you or an "additional driver" acting as a track driving instructor, whether for a fee or otherwise;
- G. for any liability assumed by you or an "additional driver" under any contract or agreement, but this exclusion does not apply to liability for damages:
 - i. assumed by you or an "additional driver" in any waiver or disclaimer signed at a "scheduled track" as a pre-condition for being allowed to drive on that track; or
 - ii. that you or the "additional driver" would have at law in the absence of the contract or agreement;
- H. for any fines or penalties.

3. What must be done in the event of an accident

Insured Name:	Policy Number:	Policy Effective Date

You and any "additional driver" must comply with the following conditions. If you or the "additional driver" fail to do so and the failure is prejudicial to us, we will have no duty to provide coverage under this insurance contract:

- A. You must tell us promptly about any accident, giving details of who was driving and how, when and where the accident happened and including the names and addresses of any injured persons and of any witnesses.
- B. You and the "additional driver" must:
 - i. Cooperate with us in investigation, settlement or defense of any claim or suit and in the exercise of any rights of recovery you or the "additional driver" may have against any other person.
 - ii. Promptly send us copies of all notices or legal papers received in connection with the accident.
 - iii. Submit, as often as we reasonably require, to physical examination by physicians we select. We will pay for these examinations.
 - iv. Submit, as often as we reasonably require, to examination under oath and subscribe the same.
 - v. Authorize us to obtain medical reports and other relevant records.

All communication with us required under this clause 3 should be made through the person or entity stated in the Declarations.

4. How much we will pay

The limit of liability shown in the Declarations is our maximum limit of liability for all damages for "bodily injury" and/or "property damage" resulting from any one accident and in total for the period of insurance. Defense costs are payable in addition to this limit until the limit of liability has been exhausted.

This limit of liability is the most we will pay regardless of the number of:

- A. claims made; or
- B. vehicles involved in the accident.

We will only pay amounts in excess of the deductible amount stated in the Declarations. The deductible amount shall be inclusive of damages and defense costs.

5. Other conditions

A. Changes

This insurance contract contains all the agreements between you and us. Its terms may not be changed or waived except by an endorsement to it issued by us.

B. Fraud

Insured Name:	Policy Number:	Policy Effective Date

We will not provide coverage if you or an "additional driver" have made fraudulent statements or engaged in fraudulent conduct in connection with any accident for which coverage is sought under this insurance contract.

C. Legal action against us

No legal action may be brought against us until:

- i. there has been full compliance with all the terms and conditions of this insurance contract; and
- ii. we agree in writing that you or the "additional driver" have an obligation to pay or the amount of that obligation has been finally determined by judgment after trial.

No person or organization has any right under this insurance contract to bring us into any action to determine your liability.

D. Our right of recovery

If we make a payment under this insurance contract and you or an "additional driver":

- i. have a right to recover any amounts from another person or entity, we shall be subrogated to that right;
- ii. recover any amounts from another person or entity, you shall reimburse us with proceeds of the recovery to the extent of our payment.

E. Earned premium and cancellation

The premium you have paid for this insurance contract is fully earned at inception.

If you decide to cancel this insurance contract during the period of insurance you may do so by giving us advance written notice of the date you want cancellation to take effect, but there will be no premium refund.

We will cancel this insurance contract only:

- i. for reasons of non-payment of the premium; or
- ii. if your driver's license or that of an "additional driver" is suspended or revoked during the period of insurance; or
- iii. if this insurance was obtained by you by deliberately concealing or misrepresenting any material information.

If we do cancel, we shall send you 30 days' advance written notice.

F. Transfer of your interest

The rights and duties of you and any "additional driver" under this insurance contract may not be assigned without our prior written consent.

G. Other insurance

Insured Name:	Policy Number:	Policy Effective Date

If there is other applicable liability insurance covering an accident, we will pay only our share of the loss, being the proportion that our limit of liability bears to the total of all applicable limits.

H. Governing law of the insurance and disputes with us

This insurance shall be governed by the laws of the State of Minnesota and subject to the exclusive jurisdiction of the United States courts.

If we fail to pay any amount claimed to be due under this insurance contract, at your request we will submit to the jurisdiction of a court of competent jurisdiction within the United States of America. Nothing in this clause 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.

We agree that service of process in such suit may be made upon the firm stated in the Declarations, and that in any suit instituted against us upon this insurance contract, we will abide by the final decision of such court or of any appellate court in the event of an appeal.

The firm stated in the Declarations is authorized and directed to accept service of process on our behalf in any such suit and/or upon your request to give you a written undertaking that they will enter a general appearance upon our behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision for such things, we designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his or her 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, and designate the above named as the person to whom the said officer is authorized to mail such process or a true copy of it.

6. Definitions

Wherever used in this insurance contract:

- A. "Additional driver" means only those persons shown as covered additional drivers in the Declarations.
- B. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.
- C. "Driving activities" means non-competitive auto driving events taking place at a "scheduled track". The event must have been booked and scheduled with the "scheduled track" in accordance with its rules and policies.

"Driving activities" shall not include any contest for speed or endurance, whether against another competitor or against a time measuring device, whether in a competitive event or otherwise.

Insured Name:	Policy Number:	Policy Effective Date

- D. "Driving activity instructor" means a track driving instructor that you or an "additional driver" have hired or been provided with for the purpose of providing you or an "additional driver" with official driving instruction as part of "driving activities".
- E. "Property damage" means physical injury to, destruction of or loss of use of tangible property.
- F. "Scheduled track" means a track stated in the COVERED TRACKS ENDORSEMENT attached to this insurance contract.

SPECIMEN

Insured Name:	Policy Number:	Policy Effective Date
<<insert>>	<<insert>>	<<insert>>

OPENTRACK MASTER POLICY AMENDATORY ENDORSEMENT

Policy Amendment – Personal Automobile Liability Insurance

This Endorsement changes the Policy. Please read it carefully.

Notwithstanding anything contained in this Policy to the contrary, it is understood and agreed that:

- A.** This Policy is issued as part of the OpenTrack Personal Automobile Liability Insurance Program, which consists of the “master policy” and all “OpenTrack Liability Program Policies”. To effectuate the intent of the Program, the “master policyholder”, on behalf of all persons insured under the “OpenTrack Liability Program Policies”, has agreed to special terms in the “OpenTrack Liability Program Policies”, as set forth below. All “OpenTrack Liability Program Policies” shall be read in this context.
- B.** The “master policyholder”:
1. shall be responsible for:
 - a. the payment of all premiums;
 - b. giving to us and all “Named Insureds” written notice of cancellation or non-renewal of the “master policy” by the “master policy holder”;
 - c. receiving from us, and giving to all “Named Insureds”, written notice of cancellation or non-renewal of the “master policy” by us;
 - d. giving us written notice of cancellation or non-renewal of any “OpenTrack Liability Program Policy” by a “Named Insured”;
 - e. receiving from us, and giving to the appropriate “Named Insured”, written notice of cancellation or non-renewal of an “OpenTrack Liability Program Policy” by us; and
 - f. receiving from us any return premiums that become payable under any “OpenTrack Liability Program Policy” and returning such premiums to the “Named Insured” to whom such premiums are owed.
 2. is authorized to amend the terms of the “master policy” and any “OpenTrack Liability Program Policy”, with our consent;
 3. must promptly report to us all additions, deletions, or changes involving any “OpenTrack Liability Program Policy” that occur during the applicable policy period; and
 4. shall not be afforded coverage under the “master policy” or any “OpenTrack Liability Program Policy”.
- C.** A “Named Insured’s” coverage and Limits of Insurance under the Program are as set forth in the “OpenTrack Liability Program Policy” issued to that “Named Insured”, and any changes in the terms of an “OpenTrack Liability Program Policy” that affect a “Named Insured’s” individual coverage can only be made by such “Named Insured” through the “master policyholder”.
- D.** The Limits of Insurance shown on an “OpenTrack Liability Program Policy” are separate from and shall not reduce the Limits of Insurance applicable to any other “OpenTrack Liability Program Policy”.
- E.** If two or more “OpenTrack Liability Program Policies” apply to the same accident, we will not pay more than the highest applicable Limit of Insurance available under one of the “OpenTrack Liability Program Policies”. In no event will one “OpenTrack Liability Program Policy” apply in excess of another “OpenTrack Liability Program Policy”, unless an “OpenTrack Liability Program Policy” was bought

Insured Name:	Policy Number:	Policy Effective Date

specifically to apply as excess over another “OpenTrack Liability Program Policy” and such “OpenTrack Liability Program Policy” specifically states as such.

- F.** Each “Named Insured” will have a separate policy period, as shown in our records and as set forth in the “OpenTrack Liability Program Policy” issued to that “Named Insured”; provided, however, that such policy period:
1. must be effective on or after the effective date of the “master policy” and prior to its expiration date; and
 2. must not exceed twelve (12) months.
- G.** In the event of termination or non-renewal of the “master policy”, coverage will remain in force for any “OpenTrack Liability Program Policy” in force on the effective date of termination or non-renewal of the “master policy” until such “OpenTrack Liability Program Policy” expires or is canceled, but not to exceed twelve (12) months from the effective date of termination or non-renewal of the “master policy”.
- H.** As used in this Endorsement:
1. “Master policy” means policy number BESPTLTMN011301_170033_01 issued to OTRI Insurance Services, LLC by us.
 2. “Master policyholder” means OTRI Insurance Services, LLC.
 3. “Named Insured” means the person(s) stated as such on any “OpenTrack Liability Program Policy”. “Named Insured” does not include the “master policyholder”.
 4. “OpenTrack Liability Program Policy(ies)” means every Personal Automobile Liability Insurance Policy, including this Policy, which is issued by us or our authorized representative as part of the Program and in accordance with the terms of the “master policy”.

Insured Name:	Policy Number:	Policy Effective Date

WAR AND TERRORISM EXCLUSION ENDORSEMENT

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
 - A. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - B. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (A) and/or (B) above.

If we allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon you.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Insured Name:	Policy Number:	Policy Effective Date

COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy does not apply to any actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defense cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, origination from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defense cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

Insured Name:	Policy Number:	Policy Effective Date

CYBER AND DATA LIMITED EXCLUSION ENDORSEMENT

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy does not apply to any actual or alleged loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
 - A. “Cyber Act” or “Cyber Incident” including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any “Cyber Act” or “Cyber Incident”;
 - B. “Data Breach”; or
 - C. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss of, damage to, corruption of, inability to access or inability to manipulate or theft of any “Electronic Data”, including any amount pertaining to the value of such “Electronic Data”.

Regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of paragraph 3. or 4.

2. For the avoidance of doubt, this policy, does not cover notification costs, crisis consultancy costs, credit monitoring expenses, replacement of actual credit or payment cards, forensic expenses, public relations expenses or legal advice and services arising out of or in connection with a “Data Breach”.
3. Paragraph 1.A. of this Exclusion shall not apply in respect of any actual or alleged liability for and/or arising out of:
 - A. any “Bodily Injury”, including mental injury, mental anguish or mental disease resulting from actual “Bodily Injury”; or
 - B. any “Property Damage” arising from damage to tangible property. “Electronic Data” is not tangible property.

arising from a “Cyber Incident” or a “Cyber Act”,

Nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a “Cyber Incident” or a “Cyber Act”.

4. Paragraph 1.B. of this Exclusion shall not apply in respect of any actual or alleged liability for and/or arising out of:
 - A. any “Bodily Injury”, including mental injury, mental anguish or mental disease resulting from actual “Bodily Injury”; or
 - B. any “Property Damage” arising from damage to tangible property. “Electronic Data” is not tangible property

arising from a “Cyber Incident” or a “Cyber Act”

5. Paragraph 1.C. of this Exclusion shall not apply in respect of any actual or alleged liability for and/or arising out of:
 - A. any “Bodily Injury”, including mental injury, mental anguish or mental disease resulting from actual “Bodily Injury”; or

Insured Name:	Policy Number:	Policy Effective Date

- B.** any “Property Damage” arising from damage to tangible property. “Electronic Data” is not tangible property
arising from a “Cyber Incident” or a “Cyber Act”

Definitions

1. “Computer System” means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
2. “Cyber Act” means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any “Computer System”.
3. “Cyber Incident”:
 - a. Means:
 - (1) an error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any “Computer System”; or
 - (2) the partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any “Computer System”.
4. “Bodily Injury” means as defined in the Policy to which this endorsement is attached.
5. “Data Breach”:
 - a. Means:
 - (1) the theft, loss, access to, acquisition of, or unauthorized or unlawful use or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit or payment card information, health information, biometric data or any other type of non public information, involving access to, processing of, use of or operation of any “Computer System”; or
 - (2) the violation of any statute, regulation, common-law, or any other law regulating or protecting access to collection, use or disclosure of, or failure to protect any non-public confidential or personal information in the form of “Electronic Data”.
6. “Electronic Data” means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
7. “Property Damage” means as defined in the Policy to which this endorsement is attached.

This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

Insured Name	Policy Number	Policy Effective Date

POLICYHOLDER NOTICE

US 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 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.

Insured Name	Policy Number	Policy Effective Date

POLICYHOLDER NOTICE

Texas Insurance Company Privacy Policy Statement

Insurance companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this Privacy Policy Statement carefully.

Texas Insurance Company wants you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

1. Information contained in applications or other forms that you submit to us, such as name, address, and social security number
2. Information about your transactions with our affiliates or other third-parties, such as balances and payment history
3. Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

INFORMATION WE DISCLOSE

All insurance companies need to share customers' personal information to run their business. We share the information that we have when it is necessary to provide our products and services. We may also share information when the law requires or permits us to do so.

CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. Those measures include computer safeguards and secured files and buildings. To protect you against "phishing" and other fraudulent activities, we will never request that you provide personal information to us via unsolicited e-mails, text messages or pop-up windows. We do not sell personal information.

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

Federal law gives you the right to limit certain sharing. State laws may give you additional rights to limit sharing. You have a right to request access to or correction of your personal information that is in our possession.

CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please write to us at the following address:

Texas Insurance Company
10805 Old Mill Road
Omaha, Nebraska 68154
ATTN: General Counsel

COMPLAINTS NOTICE

To request assistance or make an initial complaint, you should contact OTRI Insurance Services, LLC at:

333 Washington Ave N, #300-9003

Minneapolis, MN 55401

ph. (612) 231-1522

In the alternative, or if you are dissatisfied with the resolution of your complaint by the above party, you may wish to contact jeffreysilver@silver-law.net.

Your State's Department of Insurance should be contacted only after discussions with the insurer, or OTRI Insurance Services, LLC, have failed to produce a satisfactory resolution.

You may contact your State's Department of Insurance to obtain information on your rights or make a complaint at:

SPECIMEN

Insured Name	Policy Number	Policy Effective Date

POLICYHOLDER NOTICE

Service of Suit Clause

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon

Texas Insurance Company
Attn: General Counsel
10805 Old Mill Road
Omaha, NE 68154

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.