

Westchester

A Chubb Company

Declarations ACE Catastrophe Liability Plussm Policy

Policy Number: G22011546 018	Previous Policy Number: G22011546 017
COVERAGE IS PROVIDED IN THE COMPANY DESIGNATED BELOW Illinois Union Insurance Company	
NAMED INSURED AND ADDRESS	PRODUCER NAME AND ADDRESS
Academy of Model Aeronautics, Inc. [See Named Insured Endt. - XSC 27353 (05/09)] 5161 East Memorial Drive Muncie, Indiana 47302	CRC Insurance Services, Inc. 1 North Franklin Street Suite 3500 Chicago, IL 60606 PRODUCER CODE 73955W
Policy Period: From 03/31/2023 To 03/31/2024 12:01 A.M Local Time at the Address of the Named Insured as stated herein	
Limits of Insurance	
\$ <u>See Endt. - MS 3172 (07/11)</u> Each Occurrence \$ <u>See Endt. - MS 3172 (07/11)</u> Aggregate	
Premium	
_____ Advance Premium	<input checked="" type="checkbox"/> Flat Except For Acquisitions <input type="checkbox"/> Adjustable
_____ Total Amount Due	
_____ Annual Premium	
Schedule of Underlying Insurance	
First Policy of Underlying Insurance	
Company: See Schedule A	Limits of Insurance
Policy Period: See Schedule A	\$ See Schedule A Each Occurrence \$ See Schedule A Aggregate, Where Applicable \$ Not Applicable
Forms attached to and forming a part of this policy at inception:	
Policy Form: ACE Catastrophe Liability Plus Policy XSC-27266	
Schedule of Underlying Insurance: <input type="checkbox"/> XSW002 <input checked="" type="checkbox"/> XSW004	
Endorsements as Listed on the Schedule of Endorsements CPfs2	

NAMED INSURED ENDORSEMENT

Named Insured Academy of Model Aeronautics, Inc.			Endorsement Number
Policy Symbol MLW	Policy Number G22011546 018	Policy Period 03/31/2023 to 03/31/2024	Effective Date of Endorsement 03/31/2023
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ACE CATASTROPHE LIABILITY PLUS POLICY

It is hereby understood and agreed that the following persons and organizations are added to the Declarations as Named Insureds:

Academy of Model Aeronautics, Inc.

- Members, Clubs and Chapters of the Academy of Model Aeronautics, Inc
- Students in the Intro Pilot Training Program
- Special Interest Groups as recognized by the Academy of Model Aeronautics, Inc.
and approved by the Executive Council of the Academy of Model Aeronautics, Inc.
- Academy of Model Aeronautics Foundation, Inc.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

Named Insured Academy of Model Aeronautics, Inc.			Endorsement Number
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AMENDMENT TO DECLARATIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ACE CATASTROPHE LIABILITY PLUS POLICY

The following is added to the **Declarations**.

The Limits of Insurance on the Declarations are amended to read:

\$4,000,000 Each Occurrence (Academy of Model Aeronautics, Inc.)

\$1,500,000 Each Occurrence (Any Other Insured)

\$4,000,000 General Aggregate Limit (Applicable Per Underlying Insurance)

\$4,000,000 Products-Completed Operations Aggregate

All other terms and conditions of this policy remain unchanged.

Authorized Representative

SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE

Named Insured Academy of Model Aeronautics, Inc.			Endorsement Number
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

ACE CATASTROPHE LIABILITY PLUS POLICY

<u>TYPE OF POLICY</u>	<u>APPLICABLE LIMITS</u>	<u>INSURER - POLICY PERIOD</u>
(A) Commercial General Liability	\$ 1,000,000 Each "Occurrence" Limit \$ 1,000,000 General Aggregate Limit \$ 1,000,000 (X) Per Project/Location Products/Completed Operations Aggregate Limit \$ 1,000,000 Personal Injury and Advertising Injury Aggregate	Illinois Union Insurance Company 03/31/2023 – 03/31/2024

"Excess of \$250,000 Each Occurrence Self-Insured Retention (Including Defense Expense)"

EARLIER NOTICE OF CANCELLATION OR NON RENEWAL ENDORSEMENT

Named Insured Academy of Model Aeronautics, Inc.			Endorsement Number
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Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ACE CATASTROPHE LIABILITY PLUS POLICY

EARLIER NOTICE OF CANCELLATION

For any statutorily permitted reason, other than nonpayment of premium, the minimum number of days required for notice of cancellation as provided in either the Cancellation Condition of the policy or as amended by any applicable state cancellation endorsement is increased to 90 days.

If the state cancellation endorsement provides for more than the number of days notice of cancellation shown above, this provision does not apply.

EARLIER NOTICE OF NON-RENEWAL

If we decide not to renew this policy for any reason other than the nonpayment of premium, the minimum number of days for notice of non-renewal as provided by any applicable state non-renewal endorsement is increased to 90 days.

If the state non-renewal endorsement provides for more than the number of days notice of non-renewal shown above, this provision does not apply.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as an insured under the first policy of "underlying insurance" shown in the schedule of "underlying insurance." The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section III - Definitions.

We, the Company named in the Declarations, relying upon the statements shown on the Declarations page and in the schedule of "underlying insurance" attached to this policy, and in return for the payment of the premium and subject to the terms, conditions, exclusions, and limits of insurance of this policy, agree with you as follows:

SECTION I. INSURING AGREEMENTS

A. COVERAGE

We will pay, on your behalf, "loss" arising out of an "occurrence" but only after all "underlying insurance" has been exhausted by the payment of the limits of such insurance for covered injury or damage that takes place during our policy period. If "underlying insurance" does not pay a loss" for reasons other than the exhaustion of an aggregate limit of insurance, then we will not pay such "loss".

The definitions, terms, conditions, limitations and exclusions of the first policy of "underlying insurance" in effect at the inception date of this policy (as identified in the Declarations), apply to this coverage unless they are inconsistent with provisions of this policy or relate to premium, subrogation, any obligation to defend, the payment of expenses, amounts of limits of insurance, cancellation or any renewal agreement.

B. LIMITS OF INSURANCE

This policy applies only in excess of the "underlying insurance" as shown in the schedule of "underlying insurance." The "occurrence" limit shown on the Declarations is the most we will pay for all damages arising out of any one "occurrence" to which this insurance applies.

The aggregate limit shown on the Declarations applies separately and in the same manner as the aggregate limits provided by the "underlying insurance." If the "underlying insurance" limit has been reduced or exhausted solely by reason of "losses" paid thereunder arising out of injury or damage which takes place during our policy period, then this policy shall:

1. in the event of reduction, pay the excess of the reduced underlying limit;
2. in the event of exhaustion continue in force as "underlying insurance."

C. DEFENSE PROVISIONS AND SUPPLEMENTAL PAYMENTS

1. DEFENSE PROVISIONS

When insurance is available to you in any "underlying insurance", we will not be called upon to assume charge of the investigation, settlement or defense of any suit brought against you, but we will have the right and be given the opportunity to be associated in the defense and trial of any suits relative to any "occurrence" which, in our opinion, may create liability on our part under the terms of this policy.

We will assume charge of the settlement or defense of any suit brought against you to which this policy applies and to which no "underlying insurance" applies because of the exhaustion of limits of insurance.

If we assume any right, opportunity or obligation, we will not be obligated to defend any suit after the applicable limits of this policy have been exhausted.

2. SUPPLEMENTAL PAYMENTS

The only Supplemental Payments and expenses that we will pay under this policy are as follows:

- a. All expenses incurred by us;
- b. All interest on that part of any judgment which accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court that part of the judgment which does not exceed the limit of liability, and to which this policy applies;
- c. If "underlying insurance" pays pre-judgment interest, then we will pay related pre-judgment interest awarded against you on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest after the time of our offer.

3. Subject to all of the foregoing:

- a. If Defense and/or Supplemental payment expenses are included within the limit of insurance of any "underlying insurance", then any such expense payment we make will reduce the limit of insurance of this policy.
- b. If none of the policies of "underlying insurance" include Defense and/or Supplemental payment expenses within the limit of insurance, then any such expense payment we make will not reduce the limit of insurance of this policy.

SECTION II (EXCLUSIONS) WHAT IS NOT COVERED BY THIS POLICY

This insurance does not apply:

- A. To any injury, damage, expense, cost, "loss", liability, or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials.
- B. 1. To any injury, damage, expense, cost, "loss", liability or legal obligation arising out of or in any way related to pollution, however caused. However, if coverage is available to you in the "underlying insurance" for bodily injury or property damage from pollution when the pollutant is heat, smoke or fumes from a hostile fire, then this paragraph B.1. shall not apply, provided that the heat, smoke or fumes from the hostile fire is:
 - a. at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to you: or
 - b. at or from any premises, site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the pollutants are brought on or to the premises, site or location in connection with such operations.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

2. To any "loss", cost or expense arising out of any:

- a. directive, request, demand or order that you or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

- b. claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of pollutants.

Pollution includes the actual, alleged or potential presence in or introduction into the environment of any substance, if such substance has or is alleged to have the effect of making the environment impure, harmful, or dangerous. Environment includes any air, land, structure or the air therein, watercourse or water, including underground water.

Pollutants include any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

- C. To any claim or claims arising out of the Employee Retirement Income Security Act (ERISA) of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974, including any amendments or revisions thereto.
- D. To any liability for injury or damages due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

We will have no duty or obligation to provide or pay for the investigation or defense of any suit excluded in this section, and in connection therewith Defense Provisions and Supplemental Payments will not apply.

SECTION III DEFINITIONS

- A. "Loss" means the amount paid or payable in cash in the settlement or satisfaction of claims or suits for which the insured is liable, either by adjudication or compromise with our written consent, after making proper deduction for all recoveries and salvages. If the limits of the applicable "underlying insurance" are exhausted by the payment of defense expenses as well as damages, then "loss" also includes defense expenses under this insurance and defense expenses also erode the limits of this insurance.
- B. "Occurrence" in this policy will follow the definition of "occurrence" as defined in the first policy of "underlying insurance" in effect as of the inception date of this policy.
- C. "Other insurance" means a policy of insurance providing coverage for damages covered in whole or in part by this policy. "Other insurance" does not include "underlying insurance" or any policy of insurance specifically purchased to be excess of this policy and providing coverage that this policy also provides.
- D. "Underlying insurance" means the policy or policies of insurance as described in the Declarations and Schedule of Underlying Insurance forming a part of this policy.

SECTION IV CONDITIONS

A. APPEALS

If you or any of the underlying insurers elect not to appeal a judgment in excess of the limits of liability afforded by the "underlying insurance" or any "other insurance" available to you, we may elect to appeal. Our limit of liability will not be increased because of the appeal, except that we will pursue appeal at our cost and expense.

B. ASSIGNMENT

Interest in this policy may not be transferred to another, except by an endorsement issued by us which gives our consent. If you are bankrupt or insolvent or if you die, this policy will cover your legal representative(s), but subject to all terms and limitations and only while such representatives are acting within the scope of their duties as such.

C. BANKRUPTCY AND INSOLVENCY

Bankruptcy and insolvency of you, or your estate will not relieve us of our obligations under this policy.

D. CANCELLATION

This policy may be cancelled by the first Named Insured by mailing to us written notice stating when such cancellation will be effective.

The policy may be cancelled by us by mailing to the first Named Insured at your last known address, written notice stating when, not less than sixty (60) days thereafter, fifteen (15) days if cancellation is for non-payment of any unpaid portion of the premium, such cancellation will be effective. The mailing of notice will be sufficient proof of notice. The effective date and hour of cancellation stated in the notice will be the end of the policy period.

If you cancel, earned premium will be computed in accordance with the applicable short rate table or procedure. If we cancel, earned premium will be computed pro-rata. Premium adjustment may be made at the time cancellation becomes effective. Our check or the check of our representative mailed to you will be sufficient proof of any refund or premium due you.

E. CHANGES

This policy may be changed only by an endorsement issued by us to form a part of the policy.

F. DUTIES IN THE EVENT OF "OCCURRENCE," CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim for damages under this policy. Notice should include:
 - a. How, when and where the injury or damage took place;
 - b. The names and addresses of any injured persons or witnesses.
 - c. The nature and location of any injury or damage arising out of "occurrence."
2. If a claim is made or suit brought against you that is reasonably likely to involve this insurance, you must see to it that we receive written notice of the claim or suit as soon as practicable.
3. You and any other involved insured must:
 - a. Immediately send us copies of any demands, notices, summons or legal papers received in connection with the claim or suit.
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation, settlement or defense of the claim or suit;
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of injury or damage to which this policy may also apply.
4. You will not make or authorize an admission of liability or attempt to settle or otherwise dispose of any claim or suit without our written consent.

G. INSPECTION AND AUDIT

We will be permitted but not obligated to inspect your property and operations. Neither our right to make inspections nor the making thereof nor any report thereon will constitute an undertaking, on behalf of or for the benefit of you or others, to determine or warrant that such property or operations are safe. We may examine and audit your books and records during this policy period and extensions thereof and within three (3) years after the final termination of the policy.

H. LEGAL ACTION AGAINST US

No person or organization has a right under this policy to:

1. Join us as a party or otherwise bring us into a suit asking for damages from you;
2. Sue us, unless all of the terms of this policy have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against you obtained after trial. We will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of this policy. An agreed settlement means a settlement and release of liability signed by us, you, and the claimant or the claimant's legal representative.

I. MAINTENANCE OF UNDERLYING INSURANCE

The policy or policies referred to in the Declarations and schedule of "underlying insurance" or renewals or replacements thereof not more restrictive in coverage will be maintained in full effect during this policy period, except for any reduction in the aggregate limits solely by payment of covered claims and/or claims expense.

If such "underlying insurance" is not maintained in full effect or if any limits of liability of "underlying insurance" are:

1. less than as stated in the schedule of "underlying insurance"; or
2. unavailable due to bankruptcy or insolvency of an underlying insurer; or
3. if there is any material change in the coverage of any "underlying insurance";

then the insurance afforded by this policy will apply in the same manner as if such "underlying insurance" and limits of liability had been in effect, available, so maintained and unchanged.

In the event of bankruptcy, insolvency, or refusal or inability to pay of any underlying insurer, this insurance will not drop down or replace "underlying insurance" and we will not assume any obligation under "underlying insurance".

J. OTHER INSURANCE

If "other insurance" is available to you covering a "loss" also covered by this policy, other than a policy that is specifically written to apply in excess of this policy, the insurance afforded by this policy will apply in excess of and will not contribute with such "other insurance".

K. PREMIUM

Unless otherwise provided, the premium for this policy is a flat premium and is not subject to adjustment except as provided herein or amended by endorsement.

L. YOUR REPRESENTATIONS

By accepting this policy, you agree that:

1. The statements in the Declarations, Schedule of "underlying insurance", and Application for this policy are accurate and complete;
2. Those statements are based upon representations you made to us;
3. This policy has been issued in reliance upon your representations.

M. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, this policy applies:

1. As if each insured were the only insured;
2. Separately to each insured against whom claim is made or suit is brought.

N. SUBROGATION

In the event of any payment under this policy by us, we will be subrogated to all of your rights of recovery against any person or organization, and you will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. You will do nothing after "loss" to prejudice such rights.

The amount recovered through subrogation will be apportioned in the inverse order of payment of the "loss" to the extent of the actual payment. The expenses of all recovery proceedings will be apportioned in the ratio of respective recoveries.

We have no duty to provide coverage under this policy unless you and any other involved insureds have fully complied with the conditions of this policy.

REAL AND PERSONAL PROPERTY IN YOUR CARE, CUSTODY OR CONTROL EXCLUSION

Named Insured Academy of Model Aeronautics, Inc.			Endorsement Number
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Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ACE CATASTROPHE LIABILITY PLUS POLICY

The following exclusion is added to the policy:

This insurance does not apply to any injury, damage, expense, cost, "loss", liability or legal obligation arising out of property damage to:

1. Real property you own, rent, or occupy including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or
2. Personal property in your care, custody or control.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

COMMUNICABLE DISEASE EXCLUSION

Named Insured Academy of Model Aeronautics, Inc.			Endorsement Number
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ACE CATASTROPHE LIABILITY PLUS POLICY

This insurance does not apply to any injury, damage, expense, cost, loss, liability or legal obligation arising out of, resulting from, or in any way related to, the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- (1) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- (2) Testing for a communicable disease;
- (3) Failure to prevent the spread of the disease; or
- (4) Failure to report the disease to authorities

All other terms and conditions of this policy remain unchanged.

Authorized Representative

DESIGNATED PERSON OR ORGANIZATION EXCLUSION

Named Insured Academy of Model Aeronautics, Inc.			Endorsement Number
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This endorsement modifies insurance provided under the following:

ACE CATASTROPHE LIABILITY PLUS POLICY

SCHEDULE

Designated Person or Organization:

"Park Pilot Member" means an Academy of Model Aeronautics member who has applied for and by payment of dues received by the Academy of Model Aeronautics is accepted as a special membership class designated "Park Pilot Member". A "Park Pilot Member" is an insured for aeromodelling activity in which a "model aircraft within the definition of "Park Pilot Model Aircraft" results in a claim or lawsuit. In addition, a "Park Pilot Member" is an insured for modeling activity in which a "model automobile" or "model aircraft" within the definition of "Park Pilot Model Automobile" and "Park Pilot Model Watercraft" results in a claim or lawsuit. "Park Pilot Model Aircraft" means a "model aircraft" weighing not more than three (3) pounds at takeoff, designed for a maximum speed of sixty (60) miles per hour, and either hand launched or propelled by an electric motor, rubber band or similar non-combustion engine. The "Park Pilot Model Aircraft" must be flown within the pilot's line of sight at all times and must be either remotely controlled or on a line tethered to the pilot during flight. "Park Pilot Model Automobile" means any automobile model that is 36" or less length and weighs 25 pounds or less. "Park Pilot Model Watercraft" means a non-human carrying vehicle capable of navigation in water intended to be used only for recreational or competition activity with total weight, including fuel, of no more than 55 pounds. The model shall not exceed any applicable limitations for a model as established in the Academy of Model Aeronautics National Model Aircraft Safety Code.

The following exclusion is added to the policy:

This insurance does not apply to any injury, damage, expense, cost, "loss", liability or legal obligation arising out of the premises, operations, products or activities of any person or organization shown in the Schedule:

All other terms and conditions of this policy remain unchanged.

Authorized Representative

SIGNATURES

Named Insured Academy of Model Aeronautics, Inc.			Endorsement Number
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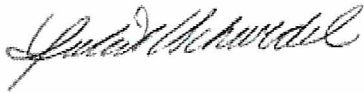
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THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

ILLINOIS UNION INSURANCE COMPANY (A stock company)
525 W. Monroe Street, Suite 400, Chicago, Illinois 60661

WESTCHESTER SURPLUS LINES INSURANCE COMPANY (A stock company)
Royal Centre Two, 11575 Great Oaks Way, Suite 200, Alpharetta, GA 30022



JULIET SCHWEIDEL, Secretary



JOHN J. LUPICA, President

Authorized Representative