

**TEXAS
SPECIAL PROVISIONS
FOR METROPOLITAN LLOYDS INSURANCE COMPANY OF TEXAS**

Service of process may be had upon the State Official duly designated for such purpose in the State in which the property insured hereunder is located if Metropolitan Lloyds Insurance Company of Texas is licensed in such state; or upon the Commissioner of Insurance of the State of Texas; or upon the duly appointed Attorneys-in-Fact for Metropolitan Lloyds Insurance Company of Texas at Irving, Texas. Underwriters at Metropolitan Lloyds Insurance Company of Texas have complied with the laws of the state of Texas regulating Lloyds plan insurance and said statutes are hereby made a part of this policy. The entire assets of Metropolitan Lloyds Insurance Company of Texas supports its policies, but each individual underwriter's liability is several and not joint and is limited by law to the amount fixed by his underwriter's contract and subscription and no underwriter is liable as a partner. This policy is made and accepted subject to the foregoing stipulations and conditions together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto, and no agent or other representative of Metropolitan Lloyds Insurance Company of Texas shall have the power to waive any provision or condition of this policy. This policy is non-assessable and no contingent liability of any kind and character attaches to the insured named herein.

Wherever in this policy the word "Company" appears with reference to the insurance carrier, such word shall be construed to mean "Underwriters at Metropolitan Lloyds Insurance Company of Texas," herein called the "Underwriters"; and wherever reference is made to any officer of the insurance carrier, such reference shall be construed to mean the Attorneys-in-Fact. Each of the underwriters having deposited with the Attorneys-in-Fact a certain sum, which with the several deposits of the other Underwriters constitutes the Guarantee Deposit, said sums to be held severally in trust to guarantee the payment of any losses sustained by these Underwriters on any of their undertakings in excess of the premium collected therefor, it is hereby expressly stipulated and is a condition of this policy that the liability of each or any of these Underwriters to the Insured herein named for or on any one claim or loss shall be limited to that proportion of the adjusted amount which each or any one Underwriter's original deposit shall bear to the aggregate deposit, and it is further expressly stipulated and made a condition of this policy that the total of the individual responsibility of each or any one Underwriter for the payment of losses to the insured herein named and to the insureds named in all other policies shall be limited, after the application of all surplus standing to his credit with the Attorneys-in-Fact to double the amount of his original Guarantee Deposit as designated in the Articles of Agreement on file with the Attorneys-in-Fact.

No term or condition of this policy is intended to create, creates, or shall be construed to create a partnership or mutual insurance association, or to give rise to or create any joint or general liability. It is a condition of this policy, and is hereby expressly stipulated, that the liability of the insured hereby assumed by these Underwriters is several and not joint, and in fact no greater or different with respect to any one Underwriter had issued to the insured a separate policy for his proportionate share of the risk undertaken; and it is further expressly stipulated that no action shall lie against any one Underwriter for a greater sum than his proportionate and separate share of any loss sustained as determined by the next preceding paragraph of this policy; but to facilitate the enforcement of the rights of the Insured and to avoid a multiplicity of suits, each of these Underwriters has stipulated, and does hereby agree, that in any suit brought against the Attorneys-in-Fact, or against the Attorneys-in-Fact and any one or more of the other Underwriters, but not otherwise, service of process on the Attorneys-in-Fact, or on any person or officer appointed by the Attorneys-in-Fact for the purpose of accepting service, shall be personal service on himself and that a personal judgement may be rendered against him for his separate proportion of any amount adjudged to be due within the limits provided in the preceding paragraph of this policy.

The names and addresses of the Underwriters at Metropolitan Lloyds Insurance Company of Texas, for and on behalf of each of whom this policy is signed by the Attorney-in-Fact, the amount of each Underwriter's Guarantee Deposit and the proportion of such Deposit to the aggregate of the Guarantee Deposits of all Underwriters may be obtained from the records on file with Metropolitan Lloyds, Inc.,

Attorneys-in-Fact or their successors, at their office in Irving, Texas, where they are subject to inspection by the Insured hereunder or by his duly authorized representative.

A participating Lloyds company shall print into its policy the following:

The named insured shall be entitled to participate in a distribution of the surplus of the Underwriters as determined by the Underwriters and the Attorneys-in-Fact from time to time after approval in accordance with the provisions of the Texas Insurance Code, of 1951, as amended.