

P18209

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

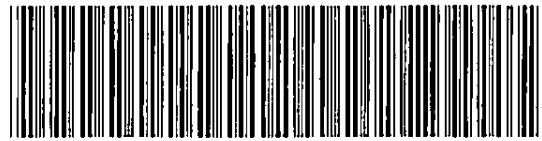
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2025-01-06 AM 11:40
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Amend.

MAY 01 2025

D CUSHING

COVER LETTER

TO: Amendment Section Division of Corporations

SUBJECT: HDI Global Select Insurance Company

Name of Corporation

DOCUMENT NUMBER: P18209

The enclosed Amendment and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Casey O'Donnell

Name of Contact Person

Westmont Associates, Inc.

Firm/Company

1763 Marlton Pike East Suite 200

Address

Cherry Hill, NJ 08003

City/State and Zip Code

casey@westmontlaw.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Casey O'Donnell

Name of Contact Person

at (856) 216-0220

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$35 Filing Fee

☒ \$43.75 Filing Fee &
Certificate of Status

☐ \$43.75 Filing Fee &
Certified Copy

☐ \$52.50 Filing Fee,
Certificate of Status &
Certified Copy

Mailing Address:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

2023 JUN -6 AM 11:10

PROFIT CORPORATION
APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO APPLICATION FOR
AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA
(Pursuant to s. 607.1504, F.S.)

SECTION I
(1-3 MUST BE COMPLETED)

P18209

(Document number of corporation (if known))

1. HDI Global Select Insurance Company
(Name of corporation as it appears on the records of the Department of State)
2. Indiana 3. 2/29/1988
(Incorporated under laws of) (Date authorized to do business in Florida)

SECTION II
(4-7 COMPLETE ONLY THE APPLICABLE CHANGES)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation? Not Applicable
5. Not Applicable
(Name of corporation after the amendment, adding suffix "corporation," "company," or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation)
- (If new name is unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

6. If the amendment changes the period of duration, indicate new period of duration.

Not Applicable

(New duration)

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.

Illinois

(New jurisdiction)

8. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent Not Applicable

(Florida street address)

New Registered Office Address: Not Applicable, Florida
(City) (Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

9. If the amendment changes person, title or capacity in accordance with 607.1504 (4), indicate that change:

<u>Title/ Capacity</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
_____	_____	_____	☐ Add
		_____	☐ Remove
_____	_____	_____	☐ Add
		_____	☐ Remove
_____	_____	_____	☐ Add
		_____	☐ Remove
_____	_____	_____	☐ Add
		_____	☐ Remove
_____	_____	_____	☐ Add
		_____	☐ Remove

10. Attached is a certificate or document of similar import, evidencing the amendment, authenticated not more than 90 days prior to delivery of the application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the laws of which it is incorporated.



(Signature of a director, president or other officer - if in the hands of
a receiver or other court appointed fiduciary, by that fiduciary)

Joseph L. Meagher

(Typed or printed name of person signing)

AVP, Assistant Corporate Secretary

(Title of person signing)

FILING FEE \$35.00



STATE OF ILLINOIS
DEPARTMENT OF INSURANCE

320 WEST WASHINGTON STREET
SPRINGFIELD, ILLINOIS 62787-0001



I, the undersigned, Director of Insurance of the State of Illinois, hereby certify that the document to which this Certification is attached is a true and correct copy of the original now on file in and forming a part of the records of the Illinois Department of Insurance.

In witness whereof, I hereto set my hand and cause to be affixed this Seal in Springfield, Illinois.

Date: 12/6/24 Ann Gillespie
Acting Director of Insurance *AGS*

**ARTICLES OF REDOMESTICATION OF
HDI GLOBAL SELECT INSURANCE COMPANY
(formerly Indiana Lumbermens Insurance Company)**

The undersigned Incorporators, for the purposes of incorporating and organizing a corporation under the Illinois Insurance Code, do execute these Articles of Redomestication and do hereby certify as follows:

FIRST: The name of the Corporation is HDI GLOBAL SELECT INSURANCE COMPANY (formerly INDIANA LUMBERMENS INSURANCE COMPANY).

SECOND: The principal office of the Corporation is to be located in the City of Chicago, County of Cook, State of Illinois. The Corporation shall have the power, by its directors, or by its officers, to establish and maintain other and subordinate offices and agencies in other cities, counties, states, territories or countries.

THIRD: The duration of the Corporation shall be perpetual.

FOURTH: The purposes of the Corporation are:

1. to engage in the business of and to transact any and all insurance and reinsurance of the kind enumerated in clauses (b), (c), (d), (e), (f), (g), (h), (i), (j), (k) of Class 2 and clauses (a), (b), (c), (d), (e), (f), (g) and (h) of Class 3 of Section 4 of the Illinois Insurance Code (215 ILCS 5/4), namely:
-

Class 2. Casualty, Fidelity and Surety.

- (b) **Vehicle.** Insurance against any loss or liability resulting from or incident to the ownership, maintenance or use of any vehicle (motor or otherwise), draft animal or aircraft. Any policy insuring against any loss or liability on account of the bodily injury or death of any person may contain a provision for payment of disability benefits to injured persons and death benefits to dependents, beneficiaries or personal representatives of persons who are killed, including the named insured, irrespective of legal liability of the insured, if the injury or death for which benefits are provided is caused by accident and sustained while in or upon or while entering into or alighting from or through being struck by a vehicle (motor or otherwise), draft animal or aircraft, and such provision shall not be deemed to be accident insurance.
- (c) **Liability.** Insurance against the liability of the insured for the death, injury or disability of an employee or other person, and insurance against the liability of the insured for damage to or destruction of another person's property.
- (d) **Worker's compensation.** Insurance of the obligations accepted by or imposed upon employers under laws for workers' compensation.

- (e) Burglary and forgery. Insurance against loss or damage by burglary, theft, larceny, robbery, forgery, fraud or otherwise; including all householders' personal property floater risks.
- (f) Glass. Insurance against loss or damage to glass including lettering, ornamentation and fittings from any cause.
- (g) Fidelity and Surety. Become surety or guarantor for any person, copartnership or corporation in any position or place of trust or as custodian of money or property, public or private; or becoming a surety or guarantor for the performance of any person, copartnership or corporation of any lawful obligation, undertaking, agreement or contract of any kind, except contracts or policies of insurance; and underwriting blanket bonds. Such obligations shall be known and treated as suretyship obligations and such business shall be known as surety business.
- (h) Miscellaneous. Insurance against loss or damage to property and any liability of the insured caused by accidents to boilers, pipes, pressure containers, machinery and apparatus of any kind and any apparatus connected thereto, or used for creating, transmitting or applying power, light, heat, steam or refrigeration, making inspection of and issuing certificates of inspection upon elevators, boilers, machinery and apparatus of any kind and all mechanical apparatus and appliances appertaining thereto; insurance against loss or damage by water entering through leaks or openings in buildings, or from the breakage or leakage of a sprinkler, pumps, water pipes, plumbing and all tanks, apparatus, conduits and containers designed to bring water into buildings or for its storage or utilization therein, or caused by the falling of a tank, tank platform or supports, or against loss or damage from any cause (other than causes specifically enumerated under Class 3 of this Section) to such sprinkler, pumps, water pipes, plumbing, tanks, apparatus,

conduits or containers; insurance against loss or damage which may result from the failure of debtors to pay their obligations to the insured; and insurance of the payment of money for personal services under contracts of hiring.

- (i) Other casualty risks. Insurance against any other casualty risk not otherwise specified under Classes 1 or 3, which may lawfully be the subject of insurance and may properly be classified under Class 2.
- (j) Contingent losses. Contingent, consequential and indirect coverages wherein the proximate cause of the loss is attributable to any one of the causes enumerated under Class 2. Such coverages shall, for the purpose of classification, be included in the specific grouping of the kinds of insurance wherein such cause is specified.
- (k) Livestock and domestic animals. Insurance against mortality, accident and health of livestock and domestic animals.

Class 3. Fire and Marine, etc.

- (a) Fire. Insurance against loss or damage by fire, smoke and smudge, lightning or other electrical disturbances.
- (b) Elements. Insurance against loss or damage by earthquake, windstorms, cyclone, tornado, tempests, hail, frost, snow, ice, sleet, flood, rain, drought or other weather or climatic conditions including excess or deficiency of moisture, rising of the water of the ocean or its tributaries.
- (c) War, riot and explosion. Insurance against loss or damage by bombardment, invasion, insurrection, riot, strikes, *civil* war or commotion, military or usurped power, or explosion (other than explosion of steam boilers and the breaking of fly wheels on premises owned, controlled, managed, or maintained by the insured).

- (d) Marine and transportation. Insurance against loss or damage to vessels, craft, aircraft, vehicles of every kind, (excluding vehicles operating under their own power or while in storage not incidental to transportation) as well as all goods, freights, cargoes, merchandise, effects, disbursements, profits, moneys, bullion, precious stones, securities, choses in action, evidences of debt, valuable papers, bottomry and respondentia interests and all other kinds of property and interests therein, in respect to, appertaining to or in connection with any or all risks or perils of navigation, transit, or transportation, including war risks, on or under any seas or other waters, on land or in the air, or while being assembled, packed, crated, baled, compressed or similarly prepared for shipment or while awaiting the same or during any delays, storage, transshipment, or reshipment incident thereto, including marine builder's risks and all personal property floater risks; and for loss or damage to persons or property in connection with or appertaining to marine, inland marine, transit or transportation insurance, including liability for loss of or damage to either arising out of or in connection with the construction, repair, operation, maintenance, or use of the subject matter of such insurance, (but not including life insurance or surety bonds); but, except as herein specified, shall not mean insurance against loss by reason of bodily injury to the person; and insurance against loss or damage to precious stones, jewelry, gold, silver and other precious metals whether used in business or trade or otherwise and whether the same be in course of transportation or otherwise, which shall include jewelers' block insurance; and against loss or damage to bridges, tunnels and other instrumentalities of transportation and communication (excluding buildings, their furniture and furnishings, fixed contents and supplies held in storage) unless fire, tornado, sprinkler leakage, hail, explosion, earthquake, riot and civil commotion are the only hazards to be

covered; and to piers, wharves, docks and slips, excluding the risks of fire, tornado, sprinkler leakage, hail, explosion, earthquake, riot and civil commotion; and to other aids to navigation and transportation, including dry docks and marine railways, against all risk.

- (e) Vehicle. Insurance against loss or liability resulting from or incident to the ownership, maintenance or use of any vehicle (motor or otherwise), draft animal or aircraft, excluding the liability of the insured for the death, injury or disability of another person.
- (f) Property damage, sprinkler leakage and crop. Insurance against the liability of the insured for loss or damage to another person's property or property interests from any cause enumerated in this class; insurance against loss or damage by water entering through leaks or openings in buildings, or from the breakage or leakage of a sprinkler, pumps, water pipes, plumbing and all tanks, apparatus, conduits and containers designed to bring water into buildings or for its storage or utilization therein, or caused by the falling of a tank, tank platform or supports or against loss or damage from any cause to such sprinklers, pumps, water pipes, plumbing, tanks, apparatus, conduits or containers; insurance against loss or damage from insects, diseases or other causes to trees, crops or other products of the soil.
- (g) Other fire and marine risks. Insurance against any other property risk not otherwise specified under Classes 1 or 2, which may lawfully be the subject of insurance and may properly be classified under Class 3.
- (h) Contingent losses. Contingent, consequential and indirect coverages wherein the proximate cause of the loss is attributable to any of the causes enumerated under Class 3. Such coverages shall, for the purpose of classification, be included in the

specific grouping of the kinds of insurance wherein such cause is specified.

2. to engage directly in any of the following businesses:

(b) rendering investment advice;

(c) rendering services related to the functions involved in the operation of its insurance business including, but not limited to, actuarial, loss prevention, safety engineering, data processing, accounting, claims, appraisal and collection services;

(d) any other business activity reasonably complimentary or supplementary to its insurance business, either to the extent necessary or properly incidental to the insurance business the Corporation is authorized to do or to the extent approved by the Director of Insurance of the State of Illinois if such approval is required by law at that time; and

3. to engage in any other lawful business or activity.

FIFTH: The number of members of the Board of Directors may be fixed from time to time by action of the Board of Directors; provided that the total number of directors may not be less than three

(3) natural persons nor more than twenty-one (21) natural persons who are at least eighteen (18) years of age, and at least three (3) of whom are residents and citizens of the State of Illinois.

SIXTH: Except as otherwise provided in Article SEVENTH below, the Directors of the Corporation shall be elected by the shareholders of common shares at each Annual Meeting of Shareholders, which Annual Meeting is to be held at such place and at such hour as may be fixed by the Directors, or, if authorized by the Directors, by the President. Every holder of common share of the Corporation who shall attend for that purpose, in person or be duly represented by attorney or proxy, shall be entitled to one vote for each share of the stock of the Corporation held by such shareholder, except that, in all elections for directors every shareholder of common shares has the right to vote, in person or by proxy, for the number of common shares owned by him, for as many persons as there are directors to be elected, or to cumulate his shares, and give one candidate as many votes as the number of directors multiplied by the number of his shares equals, or to distribute them on the same principle among as many candidates as he thinks fit.

SEVENTH: In lieu of electing the membership of the whole Board of Directors annually, the Board of Directors may, upon action of the Board of Directors, be divided into two or three classes, each class to be as nearly equal in number as is possible. The term of office of directors of the first class shall expire at the first annual meeting of shareholders after their election, that of the second class shall expire at the second annual meeting of shareholders after their election, and that of the third class, if any, shall expire at the third annual meeting of shareholders after their election. At each annual meeting after such classification, a number of directors equal to the number of directors in the class whose terms expire at the time of such meeting shall be elected to hold office until the second succeeding annual

meeting, if there are two classes, or until the third succeeding annual meeting, if there are three classes.

EIGHTH: In the event of the failure of the Corporation to elect Directors at the time specified in Article SIXTH, such failure shall not operate to dissolve the Corporation and the outgoing Directors shall continue to hold office until their successors are elected and it shall be the duty of the Board of Directors, in case of such failure to hold an election as aforesaid, to take the necessary measures for holding such election, in the manner in these Articles of Incorporation; provided, at as early a date after the time fixed for said Annual Meeting as hereinabove provided as can, with reasonable diligence, be done.

NINTH: The aggregate number of shares which the Corporation shall have the authority to issue is One Million (1,000,000), divided into Five Hundred Thousand (500,000) shares of common stock of the par value of Twenty Dollars (\$20.00) per share, and Five Hundred Thousand (500,000) shares of non-voting preferred stock of the par value of Fifty Dollars (\$50.00) per share. With respect to the preferred stock, the Board of Directors is authorized from time to time to fix the designation, powers, preferences, rights, restrictions and limitations related thereto. Upon approval of these Articles of Incorporation by the Director of Insurance, the Corporation shall issue and sell not less than Two Hundred and Fifty Thousand (250,000) shares of the common stock for a price of Twenty Dollars (\$20.00) per share to provide an initial capital of \$5,000,000.

TENTH: (a) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was a director, officer, employee or agent, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner in which he or she reasonably believed to be in or not opposed to the best interests of the Corporation or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.

(b) The Corporation shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another company, partnership, joint venture, trust or other enterprise, against expenses (including

attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to the best interests of the Corporation; provided that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Corporation, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses as the court shall deem proper.

(c) To the extent that a director, officer, employee or agent of the Corporation has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in subsections (a) and (b), or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(d) Any indemnification under subsections (a) and (b) (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case, upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in subsections (a) or (b). Such determination shall be made (1) by the Board of Directors by a majority vote of a

quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the shareholders.

(e) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the disposition of such action, suit or proceeding, as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Corporation as authorized in this Article TENTH.

(f) The indemnification provided by this Article TENTH shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person.

(g) The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or who is or was serving at the request of the Corporation as a director, officer, employee or agent of another company, partnership, joint venture, trust or other enterprise, against

any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Article TENTH.

(h) If the Corporation has paid indemnification or has advance expenses to a director, officer, employee or agent, the Corporation shall report the indemnification or advance in writing to the shareholders with or before the notice of the next shareholders meeting.

(i) For purposes of this Article TENTH, references to the "Corporation" shall include, in addition to the surviving company, any merging company (including any company having merged with a merging company) absorbed in a merger which, if its separate existence had continued, would have had the power and authority to indemnify its directors, officers, employees or agents, so that any person who was a director, officer, employee or agent of such merging company, or was serving at the request of such merging company as a director, officer, employee or agent of another company, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article TENTH with respect to the surviving company as such person would have with respect to such merging company if its separate existence had continued.

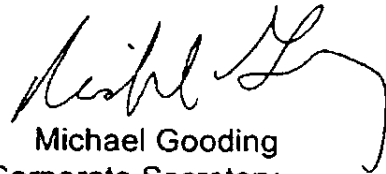
(j) For purposes of this Article TENTH, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan; and references to "serving at the request

of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by such director, officer, employee or agent with respect to any employee benefit plan, its participants, or beneficiaries. A person who acted in good faith and in a manner he or she reasonably believed to be in the best interests of the participants and beneficiaries of any employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article TENTH.

ELEVENTH: No person who is or was a director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director unless, and only to the extent that, a judgment or other final adjudication adverse to such director establishes (i) that the director's acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of the law or (ii) that he personally gained in fact a financial profit or other advantage to which he was not legally entitled or (iii) that his acts violated Section 5/8.65 of the Business Corporation Act of the State of Illinois or any amendment thereto or successor provision thereto. No amendment to repeal or adoption of any provision of the Articles of Incorporation inconsistent with this Article ELEVENTH shall apply to or have any effect on the liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment, repeal, or adoption of an inconsistent provision.

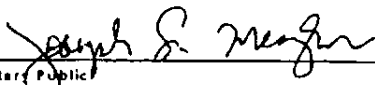
CERTIFICATION

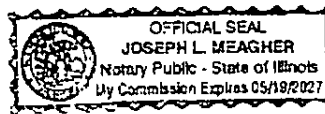
The undersigned deposes and state that he has duly executed the attached statements and information, dated June 24, 2024, for and on behalf of HDI Global Select Insurance Company; that he is the Secretary of such Corporation; and that he has the authority to execute and file such instrument. Deponent further says that he is familiar with such instrument and that the facts therein set forth are true to the best of his knowledge, information and belief.



Michael Gooding
Chief Legal Officer & Corporate Secretary

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written

x 
Notary Public



11/18/2024

Ann Gillespie SW
Acting