

- (a) structure, foundation, cabinet, compartment or air supported structure or building;
 - (b) insulating or refractory material;
 - (c) sewer piping, buried vessels or piping, or piping forming a part of a sprinkler or fire suppression system;
 - (d) water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
 - (e) "vehicle" or any equipment mounted on a "vehicle";
 - (f) satellite, spacecraft or any equipment mounted on a satellite or spacecraft;
 - (g) dragline, excavation or construction equipment; or
 - (h) equipment manufactured by you for sale.
- c. "Data" means information or instructions stored in digital code capable of being processed by machinery.
 - d. "Hazardous substance" means any substance that is hazardous to health or has been declared to be hazardous to health by a governmental agency.
 - e. "Media" means material on which "data" is recorded, such as magnetic tapes, hard disks, optical disks or floppy disks.
 - f. "One accident" means: If an initial "accident" causes other "accidents," all will be considered "one accident." All "accidents" that are the result of the same event will be considered "one accident."
 - g. "Perishable goods" means personal property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.
 - h. "Production machinery" means any machine or apparatus that processes or produces a product intended for eventual sale. However, "production machinery" does not mean any fired or unfired pressure vessel other than a cylinder containing a movable plunger or piston.
This term does not appear elsewhere in this endorsement, but may appear in a Schedule.
 - i. "Vehicle" means, as respects this endorsement only, any machine or apparatus that is used for transportation or moves under its own power. "Vehicle" includes, but is not limited to, car, truck, bus, trailer, train, aircraft, watercraft, forklift, bulldozer, tractor or harvester.
However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power source will not be considered a "vehicle."
- B. The Building and Personal Property Coverage Form, Condominium Association Coverage Form, and Condominium Commercial Unit-Owners Coverage Form are modified as follows.
The definitions stated above also apply to section B. of this endorsement.
- 1. **DEDUCTIBLE**
The deductible in the Declarations applies unless a separate Equipment Breakdown deductible is shown in a Schedule. If a separate Equipment Breakdown deductible is shown, the following applies.
Only as regards Equipment Breakdown Coverage, provision D. DEDUCTIBLE is deleted and replaced with the following:
 - a. Deductibles for Each Coverage

- (1) Unless the Schedule indicates that your deductible is combined for all coverages, multiple deductibles may apply to any "one accident."
 - (2) We will not pay for loss, damage or expense under any coverage until the amount of the covered loss, damage or expense exceeds the deductible amount indicated for that coverage in the Schedule. We will then pay the amount of loss, damage or expense in excess of the applicable deductible amount, subject to the applicable limit.
 - (3) If deductibles vary by type of "covered equipment" and more than one type of "covered equipment" is involved in any "one accident," only the highest deductible for each coverage will apply.
- b. Application of Deductibles
- (1) Dollar Deductibles
We will not pay for loss, damage or expense resulting from any "one accident" until the amount of loss, damage or expense exceeds the applicable Deductible shown in the Schedule. We will then pay the amount of loss, damage or expense in excess of the applicable Deductible or Deductibles, up to the applicable Limit of Insurance.
 - (2) Percentage of Loss Deductibles
If a deductible is expressed as a percentage of loss, we will not be liable for the indicated percentage of the gross amount of loss, damage or expense (prior to any applicable deductible or coinsurance) insured under the applicable coverage. If the dollar amount of such percentage is less than the indicated minimum deductible, the minimum deductible will be the applicable deductible.

2. CONDITIONS

The following conditions are in addition to the Conditions in the Building and Personal Property Coverage Form, Condominium Association Coverage Form, Condominium Commercial Unit-Owners Coverage Form, the Commercial Property Conditions and the Common Policy Conditions.

- a. Suspension
- Whenever "covered equipment" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an "accident" to that "covered equipment." This can be done by mailing or delivering a written notice of suspension to:
- (1) your last known address; or
 - (2) the address where the "covered equipment" is located.
- Once suspended in this way, your insurance can be reinstated only by an endorsement for that "covered equipment." If we suspend your insurance, you will get a pro rata refund of premium for that "covered equipment" for the period of suspension. But the suspension will be effective even if we have not yet made or offered a refund.
- b. Jurisdictional Inspections
- If any property that is "covered equipment" under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf. We do not warrant that conditions are safe or healthful.
- c. Environmental, Safety and Efficiency Improvements
- If "covered equipment" requires replacement due to an "accident," we will pay your additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced.

However, we will not pay more than 125% of what the cost would have been to replace with like kind and quality. This condition does not increase any of the applicable limits. This condition does not apply to any property to which Actual Cash Value applies.

d. Coinsurance

If a coinsurance percentage is shown in a Schedule for specified coverages, the following condition applies.

We will not pay for the full amount of your loss if the applicable limit is less than the product of the specified coinsurance percentage times the value of the property subject to the coverage at the time of the loss. Instead, we will determine what percentage this calculated product is compared to the applicable limit and apply that percentage to the gross amount of loss. We will then subtract the applicable deductible. The resulting amount, or the applicable limit, is the most we will pay. We will not pay for the remainder of the loss. Coinsurance applies separately to each insured location.

The most we will pay for loss, damage or expense under this endorsement arising from any "one accident" is the applicable Limit of Insurance in the Declarations unless otherwise shown in a Schedule. Coverage provided under this endorsement does not provide an additional amount of insurance.

Policy Number: AMC-39787-00

**AMERICAN COASTAL INSURANCE COMPANY
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE SCHEDULE**

Equipment Breakdown is subject to the Limits of Insurance shown in the Declarations except as specifically shown below.

These coverages apply to all locations covered on the policy, unless otherwise specified.

Coverages	Limits

Equipment Breakdown Limit	As per the attached schedule, subject to maximum \$10,000,000 per occurrence, or TIV.
Expediting Expenses	\$100,000
Hazardous Substances	\$100,000
Spoilage	\$100,000
Data Restoration	\$100,000
Service Interruption	\$100,000

Deductibles

Combined, All Coverages	\$ 10,000
Direct Coverages	Not Applicable
Spoilage	Not Applicable

Other Conditions

None

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
FLORIDA – SINKHOLE LOSS COVERAGE**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM

A. The following is added to this Coverage Part as a Covered Cause of Loss. In the forms which address "specified causes of loss", the following is also added as a "specified cause of loss". However, as a "specified cause of loss", the following does not apply to the Additional Coverage – Collapse.

"Sinkhole Loss", meaning loss or damage to Covered Property when "structural damage" to the "covered building", including the foundation, is caused by settlement or systematic weakening of the earth supporting the "covered building", only if the settlement or systematic weakening results from contemporaneous movement or raveling of soils, sediments, or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation.

Coverage for "Sinkhole Loss" includes stabilization of the building (including land stabilization) and repair to the foundation, provided such work is in accordance with the requirements of Florida Insurance Law and in accordance with the recommendation of a professional engineer and with notice to you. The professional engineer must be selected or approved by us. However, until you enter into a contract for performance of building stabilization or foundation repair in accordance with the recommendations of the professional engineer as set forth in a report from us:

1. We will not pay for underpinning or grouting or any other repair technique performed below the existing foundation of the building; and
2. Our payment for "Sinkhole Loss" to Covered Property may be limited to the actual cash value of the loss to such property.

Property Not Covered:

1. Any structures that are attached to the "covered building", including but not limited to:
 - a. Driveways, sidewalks, pavers, curbing, edging;

- b. Patios, porches and decks;
- c. Swimming pools and their decking;
- d. Screened enclosures of any type of construction;
- e. Greenhouses;
- f. Barns;
- g. Irrigation systems above or below the ground;
- h. Fences;
- i. Flagpoles;
- j. Satellite receivers or antennas.

2. Water wells, water storage tanks, pumping equipment, plumbing from water well to the "covered building", water conditioning and/or filtration systems; any other type of well or water storage tank is not covered unless the systems are required for legal habitation of the "covered building" and there is "structural damage" to the "covered building".

Deductible

The following deductible provision applies to any loss covered by this endorsement and, in that respect, replaces any deductible provision in the policy to which this endorsement is attached:

We will pay only that part of the loss which exceeds the "Sinkhole Loss" Deductible shown on the Declarations.

This deductible will apply separately to each building and each "sinkhole loss".

B. You must enter into a contract for the performance of building stabilization and/or foundation repair in accordance with the aforementioned recommendations, within 90 days after we notify you that there is coverage for your "Sinkhole Loss". After you have entered into such contract, we will pay the amounts necessary to begin and perform such repairs as the work is performed and the expenses are incurred.

However, if the professional engineer determines, prior to your entering into the aforementioned contract or prior to the start of repair work, that the repairs will exceed the applicable Limit of Insurance, we must either complete the recommended repairs or pay that Limit of Insurance upon such determination. If the aforementioned determination is made during the course of repair work and we have begun making payments for the work performed, we must either complete the recommended repairs or pay only the remaining portion of the applicable Limit of Insurance upon such determination. The most we will pay for the total of all "Sinkhole Loss", including building and land stabilization and foundation repair, is the applicable Limit of Insurance on the affected building.

The stabilization and all other repairs to the Covered Property must be completed within 12 months after entering into the contract for the performance of these repairs, unless:

1. There is a mutual agreement between you and us;
 2. The claim is involved with the neutral evaluation process;
 3. The claim is in litigation; or
 4. The claim is under appraisal or mediation.
- C. "Sinkhole Loss" does not include:
1. Sinking or collapse of land into man-made underground cavities; or
 2. Earthquake.
- D. With respect to coverage provided by this endorsement, the **Earth Movement** Exclusion and the **Collapse** Exclusion do not apply.
- E. With respect to a claim for alleged "Sinkhole Loss", the following provision is added:

Following receipt by us of a report from a professional engineer or professional geologist on the cause of loss and recommendations for land stabilization and repair of property, or if we deny your claim, we will notify you of your right to participate in a neutral evaluation program administered by the Florida Department of Financial Services (hereinafter referred to as the Department). For alleged "Sinkhole Loss" to commercial residential or farm residential properties, this program applies instead of any mediation procedure set forth elsewhere in this policy, but does not invalidate the Appraisal Condition.

You or we may file a request with the Department for neutral evaluation; the other

party must comply with such request. We will pay reasonable costs associated with the neutral evaluation, regardless of which party makes the request. But if a party chooses to hire a court reporter or stenographer to contemporaneously record and document the neutral evaluation, that party must bear the costs of those services. The neutral evaluator will be selected from a list maintained by the Department. The recommendation of the neutral evaluator will not be binding on you or us.

Participation in the neutral evaluation program does not change your right to file suit against us in accordance with the Legal Action Against Us Condition in this policy, except that the time for filing suit is extended for a period of 60 days following the conclusion of the neutral evaluation process or five years, whichever is later.

- F. Coverage for "Sinkhole Loss" under this endorsement does not increase the applicable Limit of Insurance. Even if loss or damage qualifies under, or includes, both Catastrophic Ground Cover Collapse (addressed elsewhere in this Coverage Part) and "Sinkhole Loss", only one Limit of Insurance will apply to such loss or damage.
- G. The following provision is added to the **Duties In The Event Of Loss Or Damage** Loss Condition:

A claim for "Sinkhole Loss", including but not limited to initial, supplemental and reopened claims is barred unless notice of claim is provided to us in accordance with the terms of this policy within two years after you knew or reasonably should have known about the "Sinkhole Loss".

- H. The following definitions are added with respect to the coverage provided under this endorsement:

1. "Structural damage" means a "covered building", regardless of the date of its construction, has experienced the following:

- a. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represent a safety hazard as defined within the Florida Building Code;

- b. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the "primary structural members" or "primary structural systems" and that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those "primary structural members" or "primary structural systems" exceed one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;
- c. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical "primary structural members" to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
- d. Damage that results in the building, or any portion of the building containing "primary structural members" or "primary structural systems", being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
- e. Damage occurring on or after October 15, 2005, that qualifies as substantial structural damage as defined in the Florida Building Code.
2. "Primary structural member" means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.
3. "Primary structural system" means an assemblage of "primary structural members".
4. "Covered building" means the Building Property at the insured location that is listed on the Schedule or Declarations. This definition does not extend to any structures that are attached to the livable square footage of this stand-alone structure, unless the structure is under the same roofline or foundation line and depth as the "covered building".
5. "Rebate" means a remuneration, payment, gift, discount or transfer of any item of value to the policyholder by or on behalf of a person performing the "sinkhole loss" repairs as an incentive or inducement to obtain "sinkhole loss" repairs performed by that person.
6. "Sinkhole" means a landform created by subsidence of soil, sediment, or rock as underlying strata are dissolved by groundwater. A "sinkhole" forms by collapse in subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.
7. "Sinkhole activity" means settlement or systematic weakening of the earth supporting the "covered building" only if the settlement or systematic weakening results from contemporaneous movement or raveling of soils, sediments, or rock material into subterranean voids created by the effect of water on limestone or similar rock formation.
- I. If we deny your claim for "Sinkhole Loss" without performing testing under section 627.7072, Florida Statutes, you may demand testing by communicating such demand to us in writing within 60 days after you receive our denial of the claim. You are responsible for 50% of the testing costs, or \$2,500, whichever is less. If our professional engineer or geologist provides written certification, pursuant to section 627.7073, that there is "sinkhole loss", we will reimburse you for the testing costs.
- J. You may not accept a "rebate" from any person performing repairs for "Sinkhole Loss" covered under this endorsement. If you receive a "rebate", coverage under this endorsement is void and you must refund the amount of the "rebate" to us.
- K. If we deny your claim for "Sinkhole Loss" upon receipt of written certification from a professional engineer or geologist, pursuant to section 627.7073, that there is no "sinkhole loss" or that the cause of the damage was not "sinkhole activity", and if the "sinkhole" claim was submitted without good faith grounds for submitting such claim, you shall reimburse us for 50% of the actual costs of the analyses and services provided under sections 627.7072 and 627.7073, or \$2,500, whichever is less. You are not required to pay

such reimbursement unless you requested the analysis and services and we, before ordering the analysis, informed you in writing of the potential for reimbursement and gave you the opportunity to withdraw the claim.

- L. As a precondition to accepting payment for "sinkhole loss", you must file with the county clerk of court, a copy of any sinkhole report regarding your property which was prepared on behalf or at your request. You will bear the cost of filing and recording the sinkhole report.

CONDOMINIUM ASSOCIATION COVERAGE FORM

Various provisions in this policy restrict coverage. 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. 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 **H.**, Definitions.

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this section, **A.1.**, and limited in **A.2.**, Property Not Covered, if a Limit of Insurance is shown in the Declarations for that type of property.

a. Building, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, outside of individual units, including outdoor fixtures;
- (3) Permanently installed:
 - (a) Machinery; and
 - (b) Equipment;
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
 - (a) Fire-extinguishing equipment;
 - (b) Outdoor furniture;
 - (c) Floor coverings; and
 - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering that are not contained within individual units;
- (5) If not covered by other insurance:
 - (a) Additions under construction, alterations and repairs to the building or structure;

(b) Materials, equipment, supplies, and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure; and

(6) Any of the following types of property contained within a unit, regardless of ownership, if your Condominium Association Agreement requires you to insure it:

- (a) Fixtures, improvements and alterations that are a part of the building or structure; and
- (b) Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

But Building does not include personal property owned by, used by or in the care, custody or control of a unit-owner except for personal property listed in Paragraph **A.1.a.(6)** above.

b. Your Business Personal Property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, consisting of the following:

- (1) Personal property owned by you or owned indivisibly by all unit-owners;
- (2) Your interest in the labor, materials or services furnished or arranged by you on personal property of others;
- (3) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property Of Others.

But Your Business Personal Property does not include personal property owned only by a unit-owner.

- c. Personal Property Of Others** that is:
 - (1)** In your care, custody or control; and
 - (2)** Located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

2. Property Not Covered

Covered Property does not include:

- a.** Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b.** Animals, unless owned by others and boarded by you;
- c.** Automobiles held for sale;
- d.** Bridges, roadways, walks, patios or other paved surfaces;
- e.** Contraband, or property in the course of illegal transportation or trade;
- f.** The cost of excavations, grading, back-filling or filling;
- g.** Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - (1)** The lowest basement floor; or
 - (2)** The surface of the ground if there is no basement;
- h.** Land (including land on which the property is located), water, growing crops or lawns;
- i.** Personal property while airborne or waterborne;
- j.** Bulkheads, pilings, piers, wharves or docks;
- k.** Property that is covered under this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- l.** Retaining walls that are not part of a building;
- m.** Underground pipes, flues or drains;

- n.** Electronic data, except as provided under the Additional Coverage, Electronic Data. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data;
 - o.** The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data;
 - p.** Vehicles or self-propelled machines (including aircraft or watercraft) that:
 - (1)** Are licensed for use on public roads; or
 - (2)** Are operated principally away from the described premises.

This paragraph does not apply to:

- (a)** Vehicles or self-propelled machines or autos you manufacture or warehouse;
- (b)** Vehicles or self-propelled machines, other than autos, you hold for sale;
- (c)** Rowboats or canoes out of water at the described premises; or
- (d)** Trailers, but only to the extent provided for in the Coverage Extension for Non-owned Detached Trailers;

q. The following property while outside of buildings:

- (1) Grain, hay, straw or other crops; or
- (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs, or plants (other than "stock" of trees, shrubs or plants), all except as provided in the Coverage Extensions.

3. Covered Causes Of Loss

See applicable Causes Of Loss Form as shown in the Declarations.

4. Additional Coverages

a. Debris Removal

- (1) Subject to Paragraphs (3) and (4), we will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
 - (a) Extract "pollutants" from land or water; or
 - (b) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
 - (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
 - (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

(4) We will pay up to an additional \$10,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

- (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
- (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$10,000.

(5) Examples

The following examples assume that there is no Coinsurance penalty.

EXAMPLE #1

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 50,000
Amount of Loss Payable:	\$ 49,500
	(\$50,000 – \$500)
Debris Removal Expense:	\$ 10,000
Debris Removal Expense Payable:	\$ 10,000
	(\$10,000 is 20% of \$50,000.)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

EXAMPLE #2

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 80,000
Amount of Loss Payable:	\$ 79,500
	(\$80,000 – \$500)
Debris Removal Expense:	\$ 30,000
Debris Removal Expense Payable	
Basic Amount:	\$ 10,500
Additional Amount:	\$ 10,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000; capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$30,000) exceeds 25% of the loss payable plus the deductible (\$30,000 is 37.5% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$30,000 = \$109,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$10,000, the maximum payable under Paragraph (4). Thus the total payable for debris removal expense in this example is \$20,500; \$9,500 of the debris removal expense is not covered.

b. Preservation Of Property

If it is necessary for you to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000, unless a higher limit is shown in the Declarations, for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or

- (2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

d. Pollutant Clean-up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

e. Increased Cost Of Construction

- (1) This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.

- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with enforcement of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in e.(3) through e.(9) of this Additional Coverage.

- (3) The ordinance or law referred to in e.(2) of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises, and is in force at the time of loss.

- (4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:

- (a) You were required to comply with before the loss, even when the building was undamaged; and
 - (b) You failed to comply with.
- (5) Under this Additional Coverage, we will not pay for:
- (a) The enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
 - (b) Any costs associated with the enforcement of an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.
- (6) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is \$10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less. If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for that damaged building, is the lesser of: \$10,000 or 5% times the value of the damaged building as of the time of loss times the applicable Coinsurance percentage.

The amount payable under this Additional Coverage is additional insurance.

- (7) With respect to this Additional Coverage:
- (a) We will not pay for the Increased Cost of Construction:
 - (i) Until the property is actually repaired or replaced, at the same or another premises; and
 - (ii) Unless the repairs or replacement are made as soon as reasonably possible

after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

- (b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the same premises.
- (c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the new premises.
- (8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion, to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.
- (9) The costs addressed in the Loss Payment and Valuation Conditions, and the Replacement Cost Optional Coverage, in this Coverage Form, do not include the increased cost attributable to enforcement of an ordinance or law. The amount payable under this Additional Coverage, as stated in **e.(6)** of this Additional Coverage, is not subject to such limitation.

f. Electronic Data

- (1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data.
- (2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.

(3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage, Electronic Data, subject to the following:

(a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Electronic Data, is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.

(b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Electronic Data, includes Collapse as set forth in that form.

(c) If the Causes Of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Electronic Data.

(d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

(4) The most we will pay under this Additional Coverage, Electronic Data, is \$2,500 for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or

damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

If a Coinsurance percentage of 80% or more is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

a. Newly Acquired Or Constructed Property

(1) Buildings

You may extend the insurance that applies to Building to apply to:

(a) Your new buildings while being built on the described premises; and

(b) Buildings you acquire at locations, other than the described premises, intended for:

(i) Similar use as the building described in the Declarations; or

(ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

(2) Your Business Personal Property

(a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:

(i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions;

(ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or

- (iii) Business personal property that you newly acquire, located at the described premises.

The most we will pay for loss or damage under this Extension is \$100,000 at each building.

- (b) This Extension does not apply to:

- (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
- (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

(3) Period Of Coverage

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

b. Personal Effects And Property Of Others

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This Extension does not apply to loss or damage by theft.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

c. Valuable Papers And Records (Other Than Electronic Data)

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.

- (2) If the Causes Of Loss – Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.

- (3) If the Causes Of Loss – Broad Form applies, coverage under this Extension includes Collapse as set forth in that form.

- (4) Under this Extension, the most we will pay to replace or restore the lost information is \$2,500 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

d. Property Off-premises

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:

- (a) Temporarily at a location you do not own, lease or operate;
- (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
- (c) At any fair, trade show or exhibition.

(2) This Extension does not apply to property:

- (a) In or on a vehicle; or
- (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.

(3) The most we will pay for loss or damage under this Extension is \$10,000.

e. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

f. Non-owned Detached Trailers

(1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:

- (a) The trailer is used in your business;
- (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
- (c) You have a contractual responsibility to pay for loss or damage to the trailer.

(2) We will not pay for any loss or damage that occurs:

- (a) While the trailer is attached to any motor vehicle or motorized

conveyance, whether or not the motor vehicle or motorized conveyance is in motion;

- (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.

(3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.

(4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

B. Exclusions And Limitations

See applicable Causes Of Loss Form as shown in the Declarations.

C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$2,500 per sign in any one occurrence.

The amounts of insurance stated in the following Additional Coverages apply in accordance with the terms of such coverages and are separate from the Limit(s) of Insurance shown in the Declarations for any other coverage:

- 1. Fire Department Service Charge;
- 2. Pollutant Clean-up And Removal;
- 3. Increased Cost Of Construction; and
- 4. Electronic Data.

Payments under the Preservation Of Property Additional Coverage will not increase the applicable Limit of Insurance.

D. Deductible

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted

amount of loss, and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

EXAMPLE #1

(This example assumes there is no Coinsurance penalty.)

Deductible:	\$ 250
Limit of Insurance – Building #1:	\$ 60,000
Limit of Insurance – Building #2:	\$ 80,000
Loss to Building #1:	\$ 60,100
Loss to Building #2:	\$ 90,000

The amount of loss to Building #1 (\$60,100) is less than the sum (\$60,250) of the Limit of Insurance applicable to Building #1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Building #1:

\$ 60,100
– 250

\$ 59,850 Loss Payable – Building #1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Building #2. Loss payable for Building #2 is the Limit of Insurance of \$80,000.

Total amount of loss payable:

\$59,850 + \$80,000 = \$139,850

EXAMPLE #2

(This example, too, assumes there is no Coinsurance penalty.)

The Deductible and Limits of Insurance are the same as those in Example #1.

Loss to Building #1:	\$ 70,000
(Exceeds Limit of Insurance plus Deductible)	
Loss to Building #2:	\$ 90,000
(Exceeds Limit of Insurance plus Deductible)	
Loss Payable – Building #1:	\$ 60,000
(Limit of Insurance)	
Loss Payable – Building #2:	\$ 80,000
(Limit of Insurance)	
Total amount of loss payable:	\$ 140,000

E. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- Pay its chosen appraiser; and
- Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

3. Duties In The Event Of Loss Or Damage

a. You must see that the following are done in the event of loss or damage to Covered Property:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

(5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

(6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

(7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

(8) Cooperate with us in the investigation or settlement of the claim.

b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

4. Loss Payment

a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:

(1) Pay the value of lost or damaged property;

(2) Pay the cost of repairing or replacing the lost or damaged property, subject to **b.** below;

(3) Take all or any part of the property at an agreed or appraised value; or

(4) Repair, rebuild or replace the property with other property of like kind and quality, subject to **b.** below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.

b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.

d. We will not pay you more than your financial interest in the Covered Property.

e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

g. We will pay for covered loss or damage to Covered Property within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:

(1) We have reached agreement with you on the amount of loss; or

(2) An appraisal award has been made.

If you name an insurance trustee, we will adjust losses with you, but we will pay the insurance trustee. If we pay the trustee, the payments will satisfy your claims against us.

h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and Coinsurance Conditions and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of

the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

5. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

6. Unit-owner's Insurance

A unit-owner may have other insurance covering the same property as this insurance. This insurance is intended to be primary, and not to contribute with such other insurance.

7. Vacancy

a. Description Of Terms

- (1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in (1)(a) and (1)(b) below:
 - (a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.
 - (b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:
 - (i) Rented to a lessee or sub-lessee and used by the lessee or sub-lessee to conduct its customary operations; and/or
 - (ii) Used by the building owner to conduct customary operations.
- (2) Buildings under construction or renovation are not considered vacant.

b. Vacancy Provisions

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

- (1) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:
 - (a) Vandalism;
 - (b) Sprinkler leakage, unless you have protected the system against freezing;
 - (c) Building glass breakage;
 - (d) Water damage;
 - (e) Theft; or
 - (f) Attempted theft.
- (2) With respect to Covered Causes of Loss other than those listed in b.(1)(a) through b.(1)(f) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

8. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

- a. At actual cash value as of the time of loss or damage, except as provided in b. and c. below.
- b. If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property. However, the following property will be valued at the actual cash value even when attached to the building:

 - (1) Awnings or floor coverings;
 - (2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or
 - (3) Outdoor equipment or furniture.
- c. Glass at the cost of replacement with safety-glazing material if required by law.

9. Waiver Of Rights Of Recovery

We waive our rights to recover payment from any unit-owner of the condominium that is shown in the Declarations.

F. Additional Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies.

- a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
- (2) Divide the Limit of Insurance of the property by the figure determined in Step (1);
- (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2); and
- (4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

EXAMPLE #1 (UNDERINSURANCE)

When: The value of the property is: \$ 250,000
The Coinsurance percentage for it is: 80%
The Limit of Insurance for it is: \$ 100,000
The Deductible is: \$ 250
The amount of loss is: \$ 40,000

Step (1): $\$250,000 \times 80\% = \$200,000$
(the minimum amount of insurance to meet your Coinsurance requirements)

Step (2): $\$100,000 \div \$200,000 = .50$

Step (3): $\$40,000 \times .50 = \$20,000$

Step (4): $\$20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

EXAMPLE #2 (ADEQUATE INSURANCE)

When: The value of the property is: \$ 250,000
The Coinsurance percentage for it is: 80%
The Limit of Insurance for it is: \$ 200,000
The Deductible is: \$ 250
The amount of loss is: \$ 40,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 (\$250,000 x 80%). Therefore, the Limit of Insurance in this example is adequate and no penalty applies. We will pay no more than \$39,750 (\$40,000 amount of loss minus the deductible of \$250).

- b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

EXAMPLE #3

When: The value of the property is:
Building at Location #1: \$ 75,000
Building at Location #2: \$ 100,000
Personal Property at Location #2: \$ 75,000
\$ 250,000

The Coinsurance percentage for it is: 90%

The Limit of Insurance for Buildings and Personal Property at Locations #1 and #2 is: \$ 180,000
The Deductible is: \$ 1,000

The amount of loss is:
Building at Location #2: \$ 30,000
Personal Property at Location #2: \$ 20,000
\$ 50,000

Step (1): $\$250,000 \times 90\% = \$225,000$
(the minimum amount of insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step (2): $\$180,000 \div \$225,000 = .80$

Step (3): $\$50,000 \times .80 = \$40,000$

Step (4): $\$40,000 - \$1,000 = \$39,000$

We will pay no more than \$39,000. The remaining \$11,000 is not covered.

2. Mortgageholders

- a. The term mortgageholder includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the

Declarations in their order of precedence, as interests may appear.

- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
 - (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
 - (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:
 - (1) 10 days before the effective date of cancellation if we cancel for your non-payment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.

- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

1. Agreed Value

- a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.
- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.
- c. The terms of this Optional Coverage apply only to loss or damage that occurs:
 - (1) On or after the effective date of this Optional Coverage; and
 - (2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

2. Inflation Guard

- a. The Limit of Insurance for property to which this Optional Coverage applies will automatically increase by the annual percentage shown in the Declarations.
- b. The amount of increase will be:
 - (1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times
 - (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times
 - (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

EXAMPLE

If: The applicable Limit of Insurance is: \$ 100,000
The annual percentage increase is: 8%
The number of days since the beginning of the policy year (or last policy change) is: 146
The amount of increase is:
 $\$100,000 \times .08 \times 146 \div 365 = \$ 3,200$

3. Replacement Cost

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Loss Condition, Valuation, of this Coverage Form.
- b. This Optional Coverage does not apply to:
 - (1) Personal property of others;
 - (2) Contents of a residence; or
 - (3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac.

Under the terms of this Replacement Cost Optional Coverage, personal property owned indivisibly by all unit-owners, and the property covered under Paragraph **A.1.a.(6)** of this Coverage Form, are not considered to be the personal property of others.

- c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
- d. We will not pay on a replacement cost basis for any loss or damage:
 - (1) Until the lost or damaged property is actually repaired or replaced; and
 - (2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.
- e. We will not pay more for loss or damage on a replacement cost basis than the least of **(1)**, **(2)** or **(3)**, subject to **f.** below:
 - (1) The Limit of Insurance applicable to the lost or damaged property;

(2) The cost to replace the lost or damaged property with other property:

(a) Of comparable material and quality; and

(b) Used for the same purpose; or

(3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in **e.(2)** above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

f. The cost of repair or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

4. Extension Of Replacement Cost To Personal Property Of Others

- a. If the Replacement Cost Optional Coverage is shown as applicable in the Declarations, then this Extension may also be shown as applicable. If the Declarations show this Extension as applicable, then Paragraph **3.b.(1)** of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.
- b. With respect to replacement cost on the personal property of others, the following limitation applies:

If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

H. Definitions

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

E. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

F. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

G. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing:
 - a. During the policy period shown in the Declarations; and
 - b. Within the coverage territory.
2. The coverage territory is:
 - a. The United States of America (including its territories and possessions);
 - b. Puerto Rico; and
 - c. Canada.

I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance;
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you; or
 - c. Your tenant.

This will not restrict your insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.
However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.
- C.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supersedes any exclusion relating to "pollutants".
- D.** The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:
 - 1.** Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and
 - 2.** Additional Coverage – Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
- E.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – RESIDENTIAL CONDOMINIUM ASSOCIATIONS

This endorsement modifies insurance provided under the following:

CONDOMINIUM ASSOCIATION COVERAGE FORM

SCHEDULE

Condominium Additional Building Property		
Premises Number	Building Number	Additional Covered Property
ALL	ALL	N/A
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Building section is replaced by the following:

1. Building, meaning the building or structure described in the Declarations, including:

- a.** Additions, alterations and repairs;
- b.** Fixtures, outside of individual units, including outdoor fixtures;
- c.** Permanently installed:
 - (1)** Machinery; and
 - (2)** Equipment;
- d.** Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
 - (1)** Fire extinguishing equipment;
 - (2)** Outdoor furniture;
 - (3)** Floor coverings; and
 - (4)** Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering that are not contained within individual units;
- e.** If not covered by other insurance, materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure;
- f.** Air conditioning and heating equipment, including air conditioning compressors, used to service any part of the building or structure, including individual units and the limited common elements;

g. Any other portion of the condominium property located outside of individual units, including improvements, additions and alterations;

h. Fixtures, improvements, additions and alterations that are a part of the building or structure and contained within the boundaries of an individual unit, regardless of ownership, if your Condominium Association Agreement requires you to insure such property; and

i. Additional property as described in the Schedule or in the Declarations.

2. But Building does not include:

- a.** Any personal property within individual units or limited common elements except as provided in Paragraph **A.1.f.** of this endorsement;
- b.** Floor coverings, wall coverings and ceiling coverings located within the boundaries of an individual unit and which serve only such unit;
- c.** Electrical fixtures, water heaters, water filters, window treatments, including curtains, drapes, blinds, hardware and similar window treatment components, and built-in cabinets and countertops which are located within the boundaries of an individual unit and serve only such unit;

- d.** Appliances, such as those used for refrigerating, ventilating, cooking, dish-washing, laundering, security or house-keeping, which are located within the boundaries of an individual unit and serve only such unit.
- B.** With respect to the coverage provided under this Coverage Form, such coverage will be provided for all portions of the condominium property as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications.
- C.** With respect to Replacement Cost coverage as provided under this Coverage Form, the property described in Paragraph **A.1.f.** of this endorsement is not considered to be the personal property of others.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA – MULTIPLE DEDUCTIBLE FORM

(FIXED DOLLAR DEDUCTIBLES)

This endorsement modifies insurance provided under the following:

- BUILDERS' RISK COVERAGE FORM
- BUILDING AND PERSONAL PROPERTY COVERAGE FORM
- CONDOMINIUM ASSOCIATION COVERAGE FORM
- CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
- STANDARD PROPERTY POLICY
- TOBACCO SALES WAREHOUSES COVERAGE FORM

SCHEDULE

The Deductibles applicable to any one occurrence are shown below:

Prem. No.	Bldg. No.	Deductible	Covered Causes Of Loss *
ALL	ALL	\$10,000	(1) except as noted on CP 03 23 06 07 if applicable

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

* For each Deductible listed in this Schedule, enter the number corresponding to the Covered Cause(s) Of Loss to which that Deductible applies (or enter the description):

- (1) All Covered Causes Of Loss
- (2) All Covered Causes Of Loss **except** Windstorm Or Hail
- (3) All Covered Causes Of Loss **except** Theft
- (4) All Covered Causes Of Loss **except** Windstorm Or Hail and Theft
- (5) Windstorm Or Hail
- (6) Theft

The following is added to the **Deductible** Section:

- A. If this policy provides a Hurricane Percentage Deductible, then any deductible stated in this endorsement, for Windstorm Or Hail or for a Covered Cause Of Loss other than Windstorm Or Hail, does not apply to loss or damage caused by hurricane, with respect to the property to which the Hurricane Percentage Deductible applies. However, if the Hurricane Percentage Deductible applies on a calendar-year basis and contains a provision enabling application of a Fire Deductible (under circumstances where the Hurricane Percentage Deductible is exhausted or reduced), then a Deductible under this endorsement that applies to Fire (if any) will apply under such circumstances to hurricane loss or damage in accordance with the terms of the Calendar Year Hurricane Percentage Deductible endorsement or clause.
- B. When an Earthquake Deductible or a Windstorm Or Hail Percentage Deductible is provided elsewhere in this policy, the terms of this endorsement do not apply to any loss or damage to which such Deductible applies.
- C. In the event that loss or damage occurs to Covered Property at more than one building location as a result of one occurrence, the largest applicable deductible for that Covered Cause Of Loss, shown in the Schedule above or in the Declarations, will apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
FLORIDA CALENDAR YEAR HURRICANE PERCENTAGE DEDUCTIBLE (RESIDENTIAL RISKS)

This endorsement modifies insurance provided under the following:

- BUILDING AND PERSONAL PROPERTY COVERAGE FORM
- CONDOMINIUM ASSOCIATION COVERAGE FORM
- CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
- STANDARD PROPERTY POLICY

SCHEDULE

Premises Number	Building Number	Hurricane Deductible Percentage – Enter 1%, 2%, 3%, 5% Or 10%
ALL	ALL	5%

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Hurricane Deductible, as shown in the Schedule and set forth in this endorsement, applies to covered loss or damage caused directly or indirectly by Hurricane.

Under the terms of this endorsement, a hurricane is a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service (hereafter referred to as NHC). The Hurricane occurrence begins at the time a hurricane watch or hurricane warning is issued for any part of Florida by the NHC, and ends 72 hours after the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the NHC.

If a windstorm is not declared to be a hurricane and there is loss or damage by windstorm to Covered Property, the applicable deductible is the same deductible that applies to Fire.

Nothing in this endorsement implies or affords coverage for any loss or damage that is excluded under the terms of the Water Exclusion or any other exclusion in this policy. If this policy is endorsed to cover Flood under the Flood Coverage Endorsement (or if you have a flood insurance policy), a separate Flood Deductible applies to loss or damage attributable to Flood, in accordance with the terms of that endorsement or policy.

As used in this endorsement, the terms "specific insurance" and "blanket insurance" have the following meanings: Specific insurance covers each item of insurance (for example, each building or personal property in a building) under a separate Limit of Insurance. Blanket insurance covers two or more items of insurance (for example, a building and personal property in that building, or two buildings) under a single Limit of Insurance. Items of insurance and corresponding Limit(s) of Insurance are shown in the Declarations.

HURRICANE DEDUCTIBLE CALCULATIONS

A. Calculation of the Deductible – All Policies

1. A Hurricane Deductible is calculated separately for, and applies separately to:
 - a. Each building that sustains loss or damage;
 - b. The personal property at each building at which there is loss or damage to personal property;
 - c. Personal property in the open.

If there is damage to both a building and personal property in that building, separate deductibles apply to the building and to the personal property.

The Hurricane Deductible(s), as described above, will apply anew in each calendar year. If the policy period does not coincide with the calendar year, then a separate Hurricane Deductible(s) will apply to loss or damage that occurs during each calendar year in which the policy is in force. For example, if your policy period is from July 1 of calendar year 1 to June 30 of calendar year 2, a separate Hurricane Deductible(s) applies to loss or damage occurring from July 1 to December 31 of calendar year 1 and to loss or damage occurring from January 1 to June 30 of calendar year 2.

2. Subject to Paragraphs **A.3.**, **A.4.** and **A.5.** below, we will not pay for loss or damage until the amount of loss or damage exceeds the applicable Hurricane Deductible. We will then pay the amount of loss or damage in excess of that Deductible, up to the applicable Limit of Insurance, after any reduction required by any of the following: Coinsurance Condition; Agreed Value Optional Coverage; any provision in a Value Reporting Form relating to full reporting or failure to submit reports.
3. When a hurricane results in loss or damage that exhausts the Hurricane Deductible, then that Deductible will not apply to loss or damage from a subsequent hurricane(s) in the same calendar year. In such case, the Deductible that applies to Fire will apply to loss or damage from each subsequent hurricane in that calendar year.
4. When a hurricane(s) results in loss or damage that does not exhaust the Hurricane Deductible, then the Deductible applicable to a subsequent hurricane(s) in the same calendar year will be the Deductible that applies to Fire or the remaining amount of the Hurricane Deductible, whichever is greater. In this situation, the remaining amount of the Hurricane Deductible is determined by subtracting the amount(s) of the aforementioned loss or damage from the Hurricane Deductible.
5. When the Deductible on Fire applies in accordance with Paragraph **A.3.** or **A.4.**, that Deductible is applied to the total of all loss or damage sustained in one hurricane. It does not apply separately to each item of insurance.
6. If an item of insurance is insured under more than one policy issued by us or another insurer in our insurer group for the same policy period and different Hurricane Deductibles apply to the same item of insurance under such policies, then the Hurricane deductible for that item of insurance shall be the highest amount stated in any of the policies.
7. When a renewal policy is issued by us or another insurer in our insurer group, or we issue a policy that replaces our own policy, and the renewal or replacement policy takes effect on a date other than January 1 of a calendar year, the following provisions apply:
 - a. If the renewal or replacement policy provides a **lower** Hurricane Deductible than the prior policy and you already incurred loss or damage from a hurricane that occurred in that calendar year, the lower Hurricane Deductible will not take effect until January 1 of the following calendar year. We will so notify you in writing at the time we offer the lower Hurricane Deductible.
 - b. If the renewal or replacement policy provides a **higher** Hurricane Deductible than the prior policy, the higher Hurricane Deductible will take effect on the effective date of the renewal or replacement policy. However, all foregoing provisions of this endorsement relating to calendar year application of the Hurricane Deductible apply. If hurricane loss or damage was sustained earlier in the calendar year in which the higher Hurricane Deductible now applies, the difference between the higher and lower Hurricane Deductibles will be figured into the calculation of the

remainder of the Hurricane Deductible for a subsequent hurricane that occurs in that calendar year.

B. Calculation Of The Deductible – Specific Insurance Other Than Builders' Risk

1. Property Not Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2%, 3%, 5% or 10% (as shown in the Schedule) of the Limit(s) of Insurance applicable to the property that has sustained loss or damage.

2. Property Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2%, 3%, 5% or 10% (as shown in the Schedule) of the value(s) of the property that has sustained loss or damage. The value(s) to be used are the latest value(s) shown in the most recent Report of Values on file with us.

However:

- a. If the most recent Report of Values shows less than the full value(s) of the property on the report dates, we will determine the deductible amount as a percentage of the full value(s) as of the report dates.
- b. If the first Report of Values is not filed with us prior to loss or damage, we will determine the deductible amount as a percentage of the applicable Limit(s) of Insurance.

C. Calculation Of The Deductible – Blanket Insurance Other Than Builders' Risk

1. Property Not Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2%, 3%, 5% or 10% (as shown in the Schedule) of the value(s) of the property that has sustained loss or damage. The value(s) to be used are those shown in the most recent Statement of Values on file with us.

2. Property Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for property that has sustained loss or damage, we will deduct an amount equal to 1%, 2%, 3%, 5% or 10% (as shown in the Schedule) of the value(s) of that property as of the time of loss or damage.

D. Calculation Of The Deductible – Builders' Risk Insurance

1. Builders' Risk Other Than Reporting Form

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2%, 3%, 5% or 10% (as shown in the Schedule) of the actual cash value(s) of that property as of the time of loss or damage.

2. Builders' Risk Reporting Form

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2%, 3%, 5% or 10% (as shown in the Schedule) of the value(s) of the property that has sustained loss or damage. The value(s) to be used are the actual cash value(s) shown in the most recent Report of Values on file with us.

However:

- a. If the most recent Report of Values shows less than the actual cash value(s) of the property on the report date, we will determine the deductible amount as a percentage of the actual cash value(s) as of the report date.
- b. If the first Report of Values is not filed with us prior to loss or damage, we will determine the deductible amount as a percentage of the actual cash value(s) of the property as of the time of loss or damage.

E. Calculation Of The Deductible – Property Covered Under The Coverage Extension For Newly Acquired Or Constructed Property

The following applies when property is covered under the Coverage Extension for Newly Acquired or Constructed Property:

In determining the amount, if any, that we will pay for loss or damage to such property, we will deduct an amount equal to a percentage of the value(s) of the property at time of loss. The applicable percentage for Newly Acquired or Constructed Property is the highest percentage shown.

EXAMPLES – APPLICATION OF DEDUCTIBLE (ONE HURRICANE OCCURRING DURING A CALENDAR YEAR)

EXAMPLE #1 – SPECIFIC INSURANCE (B.1.)

The amount of loss to the damaged building is \$60,000.

The value of the damaged building at time of loss is \$100,000. The Coinsurance percentage shown in the Declarations is 80%; the minimum Limit of Insurance needed to meet the coinsurance requirement is \$80,000 (80% of \$100,000).

The **actual** Limit of Insurance on the damaged building is \$70,000.

The Deductible is 1%.

Step (1): $\$70,000 \div \$80,000 = .875$

Step (2): $\$60,000 \times .875 = \$52,500$

Step (3): $\$70,000 \times 1\% = \700

Step (4): $\$52,500 - \$700 = \$51,800$

The most we will pay is \$51,800. The remainder of the loss, \$8,200, is not covered due to the Coinsurance penalty for inadequate insurance (Steps (1) and (2)) and the application of the Deductible (Steps (3) and (4)).

EXAMPLE #2 – SPECIFIC INSURANCE (B.1.)

The amounts of loss to the damaged property are \$60,000 (building) and \$40,000 (personal property in building).

The value of the damaged building at time of loss is \$100,000. The value of the personal property in that building is \$80,000. The Coinsurance percentage shown in the Declarations is 80%; the minimum Limits of Insurance needed to meet the coinsurance requirement are \$80,000 (80% of \$100,000) for the building and \$64,000 (80% of \$80,000) for the personal property.

The **actual** Limits of Insurance on the damaged property are \$80,000 on the building and \$64,000 on the personal property (therefore no Coinsurance penalty).

The Deductible is 2%.

BUILDING

Step (1): $\$80,000 \times 2\% = \$1,600$

Step (2): $\$60,000 - \$1,600 = \$58,400$

PERSONAL PROPERTY

Step (1): $\$64,000 \times 2\% = \$1,280$

Step (2): $\$40,000 - \$1,280 = \$38,720$

The most we will pay is \$97,120. The portion of the total loss not covered due to application of the Deductible is \$2,880.

EXAMPLE #3 – BLANKET INSURANCE (C.1.)

The sum of the values of Building #1 (\$500,000), Building #2 (\$500,000) and Building #3 (\$1,000,000), as shown in the most recent Statement of Values on file with us, is \$2,000,000.

The Coinsurance percentage shown in the Declarations is 90%; the minimum Blanket Limit of Insurance needed to meet the coinsurance requirement is \$1,800,000 (90% of \$2,000,000).

The **actual** Blanket Limit of Insurance covering Buildings #1, #2, and #3, shown in the Declarations, is \$1,800,000 (therefore no Coinsurance penalty).

Buildings #1 and #2 have sustained damage; the amounts of loss to these buildings are \$40,000 (Building #1) and \$20,000 (Building #2).

The Deductible is 2%.

BUILDING #1

Step (1): $\$500,000 \times 2\% = \$10,000$

Step (2): $\$40,000 - \$10,000 = \$30,000$

BUILDING #2

Step (1): $\$500,000 \times 2\% = \$10,000$

Step (2): $\$20,000 - \$10,000 = \$10,000$

The most we will pay is \$40,000. The portion of the total loss not covered due to application of the Deductible is \$20,000.

EXAMPLE #4 – BLANKET INSURANCE (C.1.)

The sum of the values of Building #1 (\$500,000), Building #2 (\$500,000), Personal Property at Building #1 (\$250,000) and Personal Property at Building #2 (\$250,000), as shown in the most recent Statement of Values on file with us, is \$1,500,000.

The Coinsurance percentage shown in the Declarations is 90%; the minimum Blanket Limit of Insurance needed to meet the coinsurance requirement is \$1,350,000 (90% of \$1,500,000).

The **actual** Blanket Limit of Insurance covering Buildings #1 and #2 and Personal Property at Buildings #1 and #2, shown in the Declarations, is \$1,350,000. Therefore there is no Coinsurance penalty.

Building #1 and Personal Property at Building #1 have sustained damage; the amounts of loss are \$95,000 (Building) and \$5,000 (Personal Property).

The Deductible is 3%.

BUILDING

Step (1): $\$500,000 \times 3\% = \$15,000$

Step (2): $\$95,000 - \$15,000 = \$80,000$

PERSONAL PROPERTY

Step (1): $\$250,000 \times 3\% = \$7,500$

The loss, \$5,000, does not exceed the deductible.

The most we will pay is \$80,000. The remainder of the building loss, \$15,000, is not covered due to application of the Deductible. There is no loss payment for the personal property.

EXAMPLES – APPLICATION OF DEDUCTIBLE (TWO OR MORE HURRICANES OCCURRING DURING A CALENDAR YEAR)

EXAMPLE #1 – SPECIFIC INSURANCE (B.1.)

Hurricane A Occurs On September 1 Of A Calendar Year

The amounts of loss to the damaged buildings are \$20,000 to Building #1 and \$10,000 to Building #2.

The value of damaged Building #1 at time of loss is \$50,000 and the value of damaged Building #2 at time of loss is \$100,000. The coinsurance percentage shown in the Declarations is 80%; the minimum Limits of Insurance needed to meet the coinsurance requirements are \$40,000 for Building #1 (80% of \$50,000) and \$80,000 for Building #2 (80% of \$100,000).

The **actual** Limits of Insurance on the damaged buildings are \$40,000 for Building #1 and \$80,000 for Building #2 (therefore no coinsurance penalty).

The Deductible on Fire is \$1,000.

The Hurricane Deductible is 5%.

BUILDING #1

Step (1) $\$40,000 \times 5\% = \$2,000$ (Calendar Year Hurricane Deductible)

Step (2) $\$20,000 - \$2,000$ deductible = \$18,000

BUILDING #2

Step (1) $\$80,000 \times 5\% = \$4,000$ (Calendar Year Hurricane Deductible)

Step (2) $\$10,000 - \$4,000$ deductible = \$6,000

The most we will pay is \$24,000. The portion of the loss not covered due to application of the deductible is \$6,000. The total loss (\$30,000) exceeds the Hurricane Deductible of \$6,000. The Hurricane Deductible is exhausted.

Hurricane B Occurs On October 1 Of The Same Calendar Year

The amounts of loss to the damaged buildings are \$3,000 to Building #1 and \$5,000 to Building #2. Because the Hurricane Deductible applicable to each building was exceeded by the amount of loss incurred in Hurricane A, the Deductible that applies to Fire (\$1,000) will apply to the loss. Therefore, we will pay \$7,000 ($\$8,000 - \$1,000 = \$7,000$).

EXAMPLE #2 – SPECIFIC INSURANCE (B.1.)

Hurricane A Occurs On October 1 Of A Calendar Year

The amount of loss to damaged Building #1 is \$20,000.

The value of Building #1 at time of loss is \$1,000,000. The coinsurance percentage shown in the Declarations is 80%; the minimum Limit of Insurance needed to meet the coinsurance requirement is \$800,000 (80% of \$1,000,000).

The **actual** Limit of Insurance on the damaged property is \$800,000 (therefore no coinsurance penalty).

The Deductible on Fire is \$1,000.

The Hurricane Deductible is 5%.

$\$800,000 \times 5\% = \$40,000$ (Calendar Year Hurricane Deductible)

We will not pay for loss or damage since the amount of loss (\$20,000) did not exceed the Hurricane Deductible (\$40,000). The loss of \$20,000 is subtracted from the Hurricane Deductible. The remaining amount of Hurricane Deductible applicable to such subsequent claims is \$20,000.

Hurricane B Occurs On November 1 Of The Same Calendar Year

The amount of loss to damaged Building #1 is \$80,000. The remaining amount of the Hurricane Deductible (\$20,000) is applied to the loss of \$80,000. The amount that we will pay is \$60,000. The Hurricane Deductible is exhausted.

Hurricane C Occurs On December 1 Of The Same Calendar Year

The amount of loss to damaged Building #1 is \$35,000.

Since the Hurricane Deductible is exhausted, the Deductible that applies to Fire (\$1,000) applies to the loss. The amount that we will pay is \$34,000.

CAUSES OF LOSS – SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section **G.**, Definitions.

A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means Risks Of Direct Physical Loss unless the loss is:

1. Excluded in Section **B.**, Exclusions; or
2. Limited in Section **C.**, Limitations; that follow.

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Ordinance Or Law

The enforcement of any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance Or Law, applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

b. Earth Movement

- (1) Earthquake, including any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;

- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in **b.(1)** through **(4)** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

e. Utility Services

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

f. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government,

sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

g. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows from a sewer, drain or sump; or
- (4) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings.

But if Water, as described in **g.(1)** through **g.(4)** above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

h. "Fungus", Wet Rot, Dry Rot And Bacteria

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

- 1. When "fungus", wet or dry rot or bacteria results from fire or lightning; or
- 2. To the extent that coverage is provided in the Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions **B.1.a.** through **B.1.h.** apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from any of the following:

a. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
- (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; or
- (d) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by that fire.

- b. Delay, loss of use or loss of market.
- c. Smoke, vapor or gas from agricultural smudging or industrial operations.
- d. (1) Wear and tear;
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- (3) Smog;
- (4) Settling, cracking, shrinking or expansion;
- (5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.
- (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.
- (7) The following causes of loss to personal property:

(a) Dampness or dryness of atmosphere;

(b) Changes in or extremes of temperature; or

(c) Marring or scratching.

But if an excluded cause of loss that is listed in 2.d.(1) through (7) results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

- e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- f. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.
- g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
 - (1) You do your best to maintain heat in the building or structure; or
 - (2) You drain the equipment and shut off the supply if the heat is not maintained.
- h. Dishonest or criminal act by you, any of your partners, members, officers, managers, employees (including leased employees), directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:
 - (1) Acting alone or in collusion with others; or
 - (2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees (including leased employees); but theft by employees (including leased employees) is not covered.

- i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- j. Rain, snow, ice or sleet to personal property in the open.
- k. Collapse, including any of the following conditions of property or any part of the property:
 - (1) An abrupt falling down or caving in;
 - (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
 - (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (1) or (2) above.

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion, **k.**, does not apply:

- (a) To the extent that coverage is provided under the Additional Coverage – Collapse; or
- (b) To collapse caused by one or more of the following:
 - (i) The "specified causes of loss";
 - (ii) Breakage of building glass;
 - (iii) Weight of rain that collects on a roof; or
 - (iv) Weight of people or personal property.
- l. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion, **l.**, does not apply to damage to glass caused by chemicals applied to the glass.

- m. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- 3. We will not pay for loss or damage caused by or resulting from any of the following, **3.a.** through **3.c.** But if an excluded cause of loss that is listed in **3.a.** through **3.c.** results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
 - a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph **1.** above to produce the loss or damage.
 - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
 - c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;

of part or all of any property on or off the described premises.

4. Special Exclusions

The following provisions apply only to the specified Coverage Forms.

- a. **Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form**

We will not pay for:

- (1) Any loss caused by or resulting from:
 - (a) Damage or destruction of "finished stock"; or
 - (b) The time required to reproduce "finished stock".

This exclusion does not apply to Extra Expense.

(2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.

(3) Any increase of loss caused by or resulting from:

(a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

(b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.

(4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".

(5) Any other consequential loss.

b. Leasehold Interest Coverage Form

(1) Paragraph **B.1.a.**, Ordinance Or Law, does not apply to insurance under this Coverage Form.

(2) We will not pay for any loss caused by:

(a) Your cancelling the lease;

(b) The suspension, lapse or cancellation of any license; or

(c) Any other consequential loss.

c. Legal Liability Coverage Form

(1) The following exclusions do not apply to insurance under this Coverage Form:

(a) Paragraph **B.1.a.**, Ordinance Or Law;

(b) Paragraph **B.1.c.**, Governmental Action;

(c) Paragraph **B.1.d.**, Nuclear Hazard;

(d) Paragraph **B.1.e.**, Utility Services; and

(e) Paragraph **B.1.f.**, War And Military Action.

(2) The following additional exclusions apply to insurance under this Coverage Form:

(a) Contractual Liability

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

(i) Your assumption of liability was executed prior to the accident; and

(ii) The building is Covered Property under this Coverage Form.

(b) Nuclear Hazard

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

5. Additional Exclusion

The following provisions apply only to the specified property.

LOSS OR DAMAGE TO PRODUCTS

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or

repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

C. Limitations

The following limitations apply to all policy forms and endorsements, unless otherwise stated.

1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.

a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.

c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

(1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or

(2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

(1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or

(2) Business Income Coverage or Extra Expense Coverage.

e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.

f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.

2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:

a. Animals, and then only if they are killed or their destruction is made necessary.

b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:

(1) Glass; or

(2) Containers of property held for sale.

c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

(1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or

(2) To Business Income Coverage or to Extra Expense Coverage.

3. The special limit shown for each category, a. through d., is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are:

a. \$2,500 for furs, fur garments and garments trimmed with fur.

b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.

c. \$2,500 for patterns, dies, molds and forms.

- d. \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, **C.3.**, does not apply to Business Income Coverage or to Extra Expense Coverage.

- 4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire-extinguishing equipment if the damage:
 - a. Results in discharge of any substance from an automatic fire protection system; or
 - b. Is directly caused by freezing.

However, this limitation does not apply to Business Income Coverage or to Extra Expense Coverage.

D. Additional Coverage – Collapse

The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse as described and limited in **D.1.** through **D.7.**

- 1. For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
- 2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:
 - a. Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
 - b. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
 - c. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the

course of the construction, remodeling or renovation.

- d. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:

- (1) A cause of loss listed in **2.a.** or **2.b.**;
- (2) One or more of the "specified causes of loss";
- (3) Breakage of building glass;
- (4) Weight of people or personal property; or
- (5) Weight of rain that collects on a roof.

- 3. This **Additional Coverage – Collapse** does not apply to:

- a. A building or any part of a building that is in danger of falling down or caving in;
- b. A part of a building that is standing, even if it has separated from another part of the building; or
- c. A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

- 4. With respect to the following property:

- a. Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;
- b. Awnings, gutters and downspouts;
- c. Yard fixtures;
- d. Outdoor swimming pools;
- e. Fences;
- f. Piers, wharves and docks;
- g. Beach or diving platforms or appurtenances;
- h. Retaining walls; and
- i. Walks, roadways and other paved surfaces;

if an abrupt collapse is caused by a cause of loss listed in **2.a.** through **2.d.**, we will pay for loss or damage to that property only if:

- (1) Such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Form; and

(2) The property is Covered Property under this Coverage Form.

5. If personal property abruptly falls down or caves in and such collapse is **not** the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:
 - a. The collapse of personal property was caused by a cause of loss listed in **2.a.** through **2.d.**;
 - b. The personal property which collapses is inside a building; and
 - c. The property which collapses is not of a kind listed in **4.**, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph **5.** does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

6. This Additional Coverage – Collapse does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
7. This Additional Coverage – Collapse will not increase the Limits of Insurance provided in this Coverage Part.
8. The term Covered Cause of Loss includes the Additional Coverage – Collapse as described and limited in **D.1.** through **D.7.**

E. Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria

1. The coverage described in **E.2.** and **E.6.** only applies when the "fungus", wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.
 - a. A "specified cause of loss" other than fire or lightning; or
 - b. Flood, if the Flood Coverage Endorsement applies to the affected premises.
2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:

- a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
- b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
- c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.

3. The coverage described under **E.2.** of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.

4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph **F.2.** (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss Form or under the Additional Coverage – Collapse.

6. The following, 6.a. or 6.b., applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form.

- a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
- b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

F. Additional Coverage Extensions

1. Property In Transit

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one of the following causes of loss:
 - (1) Fire, lightning, explosion, wind-storm or hail, riot or civil commotion, or vandalism.
 - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.

(3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.

- c. The most we will pay for loss or damage under this Extension is \$5,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

2. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

3. Glass

- a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.
- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

This Coverage Extension, F.3., does not increase the Limit of Insurance.

G. Definitions

- 1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Specified causes of loss" means the following: fire; lightning; explosion; wind-storm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire-extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
 - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - (1) The cost of filling sinkholes; or
 - (2) Sinking or collapse of land into man-made underground cavities.

- b.** Falling objects does not include loss or damage to:
 - (1)** Personal property in the open; or
 - (2)** The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
- c.** Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
STANDARD PROPERTY POLICY

- A.** We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
- 1.** The failure, malfunction or inadequacy of:
 - a.** Any of the following, whether belonging to any insured or to others:
 - (1)** Computer hardware, including microprocessors;
 - (2)** Computer application software;
 - (3)** Computer operating systems and related software;
 - (4)** Computer networks;
 - (5)** Microprocessors (computer chips) not part of any computer system; or
 - (6)** Any other computerized or electronic equipment or components; or
 - b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;
- due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
- 2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.
- B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:
- 1.** In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
 - 2.** Under the Commercial Property Coverage Part:
 - a.** In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss – Special Form; or
 - b.** In a Covered Cause of Loss under the Causes Of Loss – Basic Form or the Causes Of Loss – Broad Form;

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.
- C.** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

- BOILER AND MACHINERY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- CRIME AND FIDELITY COVERAGE PART
- EQUIPMENT BREAKDOWN COVERAGE PART
- FARM COVERAGE PART
- STANDARD PROPERTY POLICY

SCHEDULE

The **Exception Covering Certain Fire Losses** (Paragraph C) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)	Coverage Form, Coverage Part Or Policy
Florida	Special
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A.** The following definition is added with respect to the provisions of this endorsement:
- "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- B.** The following exclusion is added:
- CERTIFIED ACT OF TERRORISM EXCLUSION**
- We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.
- C. Exception Covering Certain Fire Losses**
- The following exception to the exclusion in Paragraph B. applies only if indicated and as indicated in the Schedule of this endorsement.
- If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

D. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.



August 29, 2025

CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC
4800 N STATE ROAD 7 SUITE 105
C/O PHOENIX MANAGEMENT SERVICES INC
Lauderdale Lakes, FL 33319

Re: Policy No. WC307-0124524-2025A
CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC

Dear Insured:

The enclosed endorsement is an update to your policy with LUBA Workers' Comp. Please file the endorsement with your policy. If this change affects your premium, the adjustment will be made on your next billing invoice.

PAYROLLS ADJUSTED TO REFLECT 2024 AUDITED PAYROLLS

If you have any questions, please feel free to contact me.

Regards,

Maria Simpson

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY ENDORSEMENT

EXTENSION SCHEDULE - REVISED

Insured: CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC
 Unit No: 1 - CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC
 The Policy Period is from 5/26/2025 to 5/26/2026

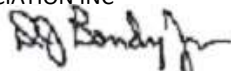
Rating Period Effective Dates: 5/26/2025 - 5/26/2026

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
Building Or Property Management - All Other Employees	9015	\$32,465	2.68	870
Total Manual Premium				870
500,000/500,000/500,000				10
EEL Minimum Premium Adjustment				65
Subject Premium				945
Unmodified Premium				945
Experience Mod				0
Modified Premium				945
Standard Premium				945
Normal Premium				945
Expense Constant				160
Terrorism Act				3
Policy Premium				1,108
Total Premium & Surcharges				1,108

Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations of this endorsement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Effective : 5/26/2025	Policy Expiration: 5/26/2026	Carrier Code: 33049
Endorsement Effective: 5/26/2025	Policy No.: WC307-0124524-2025A	Endorsement: 2
Insured: CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC		Premium: \$1,108


 Chief Executive Officer



Workers Compensation and Employers Liability Insurance Policy

INSTALLMENT SCHEDULE

Insured: CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC

The policy period is from: 5/26/2025 to: 5/26/2026

Policy Unit: 1 - CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC

Installment/Endorsement No.	Total Amount	Due Date
Installment 1	\$1,108	6/2/2025
Endorsement	\$0	8/31/2025

Endorsement Effective: 5/26/2025

Policy No.: WC307-0124524-2025A

Endorsement: 2

Insured: CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC

Premium: \$1,108

Insurance Company: LUBA CASUALTY INSURANCE

Countersigned by _____

FOUNDED IN 1991.

LUBA Workers' Comp prides itself on giving agents and policyholders more than they expect. Our business is built on a foundation of hard work and genuine service customers can depend on. Doing business with LUBA means long-term relationships, affordable coverage, and personal service. That's why 9 out of 10 policyholders return year after year. LUBA has been rated A- Excellent since 2003 by A.M. Best Company, the world's leading insurance rating service. This rating speaks to LUBA's strength, stability, and steadfast business model.



**Discover the
LUBA Difference.**

LUBA 
WORKERS' COMP.
A CASUALTY INSURANCE COMPANY

Inside is your estimated policy premium

ALABAMA • ARKANSAS • FLORIDA • GEORGIA • KENTUCKY • LOUISIANA
MISSISSIPPI • NORTH CAROLINA • OKLAHOMA • SOUTH CAROLINA • TENNESSEE • TEXAS • VIRGINIA

WORKERS COMPENSATION RENEWAL PROPOSAL

Insured: 124524
CYPRESS CHASE NORTH CONDOMINIUM NO. 4
ASSOCIATION INC
4800 N STATE ROAD 7 SUITE 105 C/O PHOENIX
MANAGEMENT SERVICES INC
Lauderdale Lakes, FL 33319
(954) 640-7070

Agent: Kendra Lynn Maser
JOHN GALT INSURANCE AGENCY
3303 W COMMERCIAL BLVD., STE #200
Fort Lauderdale, FL 33309
(954) 281-7090

Quote No. 175749
Effective Date: 5/26/2025
Expiration Date: 5/26/2026
Quote Date: 2/28/2025
Quote Good Through:

Employers Liability

Bodily Injury By Accident \$500,000 Each Accident
Bodily Injury By Disease \$500,000 Policy Limit
Bodily Injury By Disease \$500,000 Each Employee

Proposal Summary: *Guaranteed Cost*

Commission: 10%

Policy Unit	Remuneration	Total Estimated Premium and Surcharges
1 – CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC – Florida	\$32,465.00	\$1,108
Grand Total	\$32,465	\$1,108

WORKERS COMPENSATION RENEWAL PROPOSAL

Insured: 124524
 CYPRESS CHASE NORTH CONDOMINIUM NO. 4
 ASSOCIATION INC
 4800 N STATE ROAD 7 SUITE 105 C/O PHOENIX
 MANAGEMENT SERVICES INC
 Lauderdale Lakes, FL 33319
 (954) 640-7070

Quote No. 175749
 Effective Date: 5/26/2025
 Expiration Date: 5/26/2026
 Quote Date: 2/28/2025
 Quote Good Through:

Agent: Kendra Lynn Maser
 JOHN GALT INSURANCE AGENCY
 3303 W COMMERCIAL BLVD., STE #200
 Fort Lauderdale, FL 33309
 (954) 281-7090

Employers Liability
 Bodily Injury By Accident \$500,000 Each Accident
 Bodily Injury By Disease \$500,000 Policy Limit
 Bodily Injury By Disease \$500,000 Each Employee

Unit 1 – CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC	Florida
---	---------

Rating Period: 5/26/2025 – 5/26/2026

Classifications	Premium Basis			
	Code Code	Total Estimated Remuneration	Rate Per \$100 of Remuneration	Estimated Premium
Building Or Property Management – All Other Employees	9015	\$32,465	2.68	\$870
Total Manual Premium				\$870
500,000/500,000/500,000		1.1%		\$10
EEL Minimum Premium Adjustment				\$65
Subject Premium				\$945
Unmodified Premium				\$945
Experience Mod		1.00		\$0
Modified Premium				\$945
Standard Premium				\$945
Normal Premium				\$945
Expense Constant				\$160
Terrorism Act		1%		\$3
Policy Premium				\$1,108

Total Premium and Surcharge(s): **\$1,108**

Billing Unit 1 – CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC

Billing Payment Mode: Plan A: Annual

WORKERS COMPENSATION RENEWAL PROPOSAL

Insured: 124524
 CYPRESS CHASE NORTH CONDOMINIUM NO. 4
 ASSOCIATION INC
 4800 N STATE ROAD 7 SUITE 105 C/O PHOENIX
 MANAGEMENT SERVICES INC
 Lauderdale Lakes, FL 33319
 (954) 640-7070

Quote No. 175749
 Effective Date: 5/26/2025
 Expiration Date: 5/26/2026
 Quote Date: 2/28/2025
 Quote Good Through:

Agent: Kendra Lynn Maser
 JOHN GALT INSURANCE AGENCY
 3303 W COMMERCIAL BLVD., STE #200
 Fort Lauderdale, FL 33309
 (954) 281-7090

Employers Liability
 Bodily Injury By Accident \$500,000 Each Accident
 Bodily Injury By Disease \$500,000 Policy Limit
 Bodily Injury By Disease \$500,000 Each Employee

Initial Payment Items:

Description	Amount
Premium	\$945.00
Expense Constant	\$160.00
Terrorism Insurance Act Charge	\$3.00
Total to Remit	\$1,108.00

Installment Schedule:

Invoice Date	Due Date	Description	Amount
4/26/2025	6/2/2025	Installment	\$1,108.00

Make check payable to:
LUBA CASUALTY INSURANCE

Payments should be mailed to:
PO Box 80459
Baton Rouge, LA 70898



WORKERS' COMPENSATION RENEWAL UPDATE

Policy #:

Insured Name and Mailing Address:
 CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC
 4800 N STATE ROAD 7 SUITE 105 C/O PHOENIX MANAGEMENT
 SERVICES INC
 Lauderdale Lakes, FL 33319

Agency Name & Mailing Address:
 JOHN GALT INSURANCE AGENCY
 3303 W COMMERCIAL BLVD., STE #200
 Fort Lauderdale, FL 33309

Federal Employer ID No: 592106812

Effective Date of Policy: 5/26/2025

Employer Liability Limits: 500,000/500,000/500,000

Safety Credit Y/N
 (If Yes, Signed Application Required. Form Attached)

Drug-Free Workplace Credit Y/N
 (If Yes, Signed Application Required. Form Attached)

LOCATIONS (Print Physical Address)

124524 - 1 - 1	3101-3121 NW 47TH TERRACE	Lauderdale Lakes, FL 33319

PAYROLL INFORMATION

CLASS CODE	DESCRIPTION	# EMPS	PAYROLL AMOUNT
FL-9015	Building Or Property Management - All Other Employees	1	32,465.00



WORKERS' COMPENSATION RENEWAL UPDATE (CONT.)

INDIVIDUALS INCLUDED / EXCLUDED

List sole proprietors, partners, officers, relatives to be included or excluded; remuneration to be included.

Name	Title	Owner %	Included	Class Code	Remuneration

Any person, who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

***** If there are any changes to the nature of business, exposure, or ownership, a new signed and notarized Acord application is required.*****

Producer Signature

Date

Print Name and Title



FLORIDA COVERAGE CONDITIONS AND RENEWAL BINDER REQUIREMENTS

REQUIRED BY THE RENEWAL EFFECTIVE DATE

- Signed (by Producer) Renewal Update Form (enclosed)
- Signed (by Insured) Safety Credit Application (if applicable, form will be enclosed)
- Signed (by Insured) Drug Free Workplace Credit Application (if applicable, form will be enclosed)
- Signed (by Insured) Notice of Election Form (if applicable, form will be enclosed)
- Signed (by Insured) Consent to Rate Form (if applicable, form will be enclosed)
- Signed Deductible Election Form (if applicable, form will be enclosed)
- Updated Contact Information Sheet (enclosed)

COVERAGE INFORMATION AND CONDITIONS

- Coverage is subject to a satisfactory safety inspection and cooperation with the loss control consultant including compliance, within prescribed timeframe(s), with any mandatory and/or critical safety recommendations.
- Policyholders are required to have a return to work and light duty program.
- Only those states for which LUBA CASUALTY INSURANCE is licensed can coverage be afforded under Part 3 Other States Insurance. The agent must verify with the client that there are no anticipated exposures outside of the carrier's licensed states.
- Coverage is subject to receipt of all documents listed above and the down payment check within the specified time. Failure to fulfill or meet the requirements within the time frame will jeopardize the effective date of the policy.
- This is a quotation and is not a binder of insurance or guarantee of insurability and may require approval of the reinsurer and/or Board of Directors. **The following endorsements cannot be issued on the policy without separate express written approval from the carrier: All States Endorsement, Jones Act or USL&H Coverage Endorsement, or Voluntary Compensation Endorsement.**
- Policyholders are required to comply with annual audit procedures. Non-construction policies with annual premium less than \$10,000 will be required to complete an annual self-audit by mail. Non-construction policies with annual premium greater than \$10,000, and all construction policies regardless of premium, will be required to have an onsite physical audit completed by one of our auditing firms. Failure to comply with these audit requirements will result in cancellation of the policy.
- Experience Modification is subject to verification with NCCI or appropriate authority.
- The premium estimate is subject to pending rate, experience modification changes and final payroll audit.
- Drug Free and Safety Program Premium credits are subject to receipt of the completed applications and written safety program by the specified date. Applications received after that date will be effective upon the date of receipt.

OPTIONAL PREMIUM CREDITS AND PROGRAMS AVAILABLE

- A premium credit of 2% is available to those who have a formal written ***Safety Program*** approved by the insurer.
- A premium credit of 5% is available to those who wish to participate in a certified ***Drug Free Workplace***.
- ***Post Injury Drug Testing Program*** – no premium credit provided but can ultimately reduce the claim cost.
- Florida Contracting Classification Premium Adjustment Program (***FCCPAP Credit***) for those with eligible contracting classifications.
- ***\$2,500 Per Claim Deductible Program*** – no premium credit provided but offers the option to reduce the amount of claims reported for experience mod calculation.

This quotation is based upon the accuracy of the information and exposures in which have been presented. Any irregularity, inaccuracy, or misrepresentation of information may result in modification, cancellation, or rescission of the quote provided, or a policy issued, based upon such information. This quotation applies solely to the above referenced

First Named Insured and any legally combinable scheduled additional named insured presented in the Acord application from which this quotation was derived. Any policy coverages, limits of insurance, endorsements, coverage specifications, or other terms and conditions that you have requested that are not included within this proposal have not been agreed to by LUBA CASUALTY INSURANCE.

This quotation must be accepted by the recipient in its entirety. LUBA CASUALTY INSURANCE will consider all counter-offers we receive from our producers, insureds, and applicants; however, we may not always accept such counter-offers. Instead, we may elect to re-price based upon the coverages, exposures, and expenses presented.

124524
 CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC
 4800 N STATE ROAD 7 SUITE 105 C/O PHOENIX MANAGEMENT SERVICES INC
 Lauderdale Lakes, FL 33319

For your consideration, FHM Insurance is providing an exclusive payroll payment option for your workers' compensation premiums. In partnership with **Compass Payroll Services**, FHM/LUBA can combine your payroll services and payment of your workers' compensation premiums into one easy transaction!

All FHM/LUBA policyholders receive their first payroll processing for **FREE!** If you are not a policyholder, you might consider joining to take advantage of the premium payment benefits.

PROCESSING FEES - WEEKLY

Base Fee \$45.00
 Per employee fee, with direct deposit \$4.30
 Given **1** employees, the estimated total cost for each payroll run is **\$49.30**.

PROCESSING FEES - BI-WEEKLY

Base Fee \$55.00
 Per employee fee, with direct deposit \$4.30
 Given **1** employees, the estimated total cost for each payroll run is **\$59.30**.

PROCESSING FEES - SEMI-MONTHLY

Base Fee \$58.00
 Per employee fee, with direct deposit \$4.30
 Given **1** employees, the estimated total cost for each payroll run is **\$62.30**.

ADDITIONAL SERVICES/ FEES

One Time Set-up Fee \$125.00 plus \$2.50 per employee (for more than 10 employees)
 Year-end Tax Services \$25.00 plus \$4.00 per W2
 Manual Checks \$2.00 per Check
 Additional States \$5.50 per Payroll per Additional State
 Garnishments \$3.45 per Payment
 Retirement Plan Login \$10.00 per Payroll

Please let us know if we can answer any additional questions.

Sincerely,

Katy Finucane

Katy Finucane, Operations Manager, Compass Payroll Services
 440-684-0539 | kfinucane@compasspayroll.com



3/20/2025

124524

CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC
4800 N STATE ROAD 7 SUITE 105 C/O PHOENIX MANAGEMENT SERVICES INC
Lauderdale Lakes, FL 33319

For your

consideration, FHM Insurance is providing an exclusive payroll payment option for your workers' compensation premiums. In partnership with **Compass Payroll Services**, FHM/LUBA can combine your payroll services and payment of your workers' compensation premiums into one easy transaction!

All FHM/LUBA policyholders receive their first payroll processing for **FREE!** If you are not a policyholder, you might consider joining to take advantage of the premium payment benefits.

PAYROLL PROCESSING SERVICES

Our **up-front pricing** includes all the following services:

- Electronic Escrowing/Payment of the Federal, State, and Local Taxes
- File the Quarterly State Unemployment Tax Return, if required
- File the Quarterly Federal Payroll Tax Return (Form 941)
- File the Annual Federal Unemployment Return (Form 940), if required
- Report all New Hires to the State
- Employee Pay Stubs
- Payroll Register
- Employer/Employee Portals (24/7 Access)

For weekly payroll, there is a base fee of \$45.00 and a per employee fee of \$4.30 with each processing. For example, 30 employees would be \$174.00 (\$45.00 plus (\$3.70 x 30 employees) plus (\$.60 x employees)) per payroll processed.

For bi-weekly payroll, there is a base fee of \$55.00 and a per employee fee of \$4.30 with each processing. For example, 30 employees would be \$184.00 (\$55.00 plus (\$3.70 x 30 employees) plus (\$.60 x employees)) per payroll processed.

For semi-monthly payroll, there is a base fee of \$58.00 and a per employee fee of \$4.30 with each processing. For example, 30 employees would be \$187.00 (\$58.00 plus (\$3.70 x 30 employees) plus (\$.60 x employees)) per payroll processed.

As you add/remove employees, the fee increases/decreases by just the \$4.30. If applicable, sales tax will be added to your invoice.

SET-UP FEES

If you have 1-10 employees, we charge a one-time set-up fee of \$150.00 to load all your company and employee information. This includes all the employer bank information, all employee demographic information, and a reconciliation of all beginning balances. If you have more than 10 employees, we charge a base fee of \$125.00 and a per employee fee of \$2.50. This fee is charged with your first payroll.

DIRECT DEPOSIT SERVICES

The fee for this service is \$.60 per deposit item. In addition, the direct deposit amount must be pre-funded (i.e., in your bank account) two business days prior to pay day to protect against possible overdrafts.

YEAR-END TAX SERVICES

To prepare and file the W2's, the local tax reconciliations, the state reconciliation, and the federal reconciliation; we charge a **base fee of \$25.00 plus \$4.00 for each W-2**. For 30 employees, we estimate this fee to be \$145.00 and is billed with the last payroll in December.

LIVE (I.E. MANUAL) CHECKS

If you need live checks (not direct deposited), there is an additional fee of \$2.00 per check to cover the handling.

DELIVERY

If you request paper checks and/or reports, a delivery fee applies.

STATE TAX SERVICES

One state is included in our up-front pricing. Each additional state is \$5.50 per payroll processed.

GARNISHMENTS/CHILD SUPPORT SERVICES

If you need us to set up the employee deduction and send the payment, there is a charge of \$3.45 per check/EFT sent.

RETIREMENT PLAN SERVICES

There is no charge to set up a retirement plan deduction on an employee's paycheck. If you need us to login to the plan provider's system and pay the deferral and/or match, we charge an additional \$10.00 each time you process a payroll.

ADDITIONAL SERVICES

Please ask us about our other services!

- Background Checks
- HR Support Center (employee manuals, job descriptions, and more) **A FREE 30-Day Trial is Available!**
- On-Demand HR
- Time and Attendance Systems
- New Employee On-Boarding
- Workers' Compensation Pay as You Go Services
- Quick Books Integration

FOR MORE INFORMATION, CONTACT THE LUBA/FHM SALES DEPARTMENT AT 888-389-5822 OR LUBASALES@LUBAWC.COM.

** LUBA Workers' Comp/ FHM Insurance Company does not provide payroll services. Payroll services are solely provided by Compass Payroll.



March 20, 2025

CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC
4800 N STATE ROAD 7 SUITE 105 C/O PHOENIX MANAGEMENT SERVICES INC
Lauderdale Lakes, FL 33319

Re: Policy # WC307-0124524-2025A

Dear SATIA TIMMONS,

On behalf of the teams at both LUBA and FHM Insurance we thank you for renewing your policy with us. As you may know, LUBA policies are serviced by FHM Insurance and we believe a policy renewal is a vote of confidence in our efforts to provide you with the highest quality, most cost-effective workers' compensation program possible.

As we begin another year of working with you and your agent, we encourage you to take advantage of our safety resources and loss prevention services. Our Risk Management Consultants are available to visit your workplace and identify opportunities to strengthen safety processes to protect employees from on-the-job injuries.

As always, when injuries do occur, you can count on us to utilize the most appropriate, cost-effective care possible so your employees can return to work quickly. The limited number of cases each of our claims adjusters manages allows us to provide quick, personal service to injured employees and handle claims promptly and cost-effectively.

We remind you to visit www.fhmic.com to find helpful tools and information regarding your policy. You can register for electronic reporting, retrieve claims information – with as much or as little detail as you need – and sort, display and download it for easy use.

As Vice President of Business Development, I am available to assist you with any special needs you may have. I can be contacted at (800) 329-4340 or mlupino@fhmic.com.

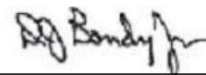
Thank you for your continued confidence in us and we look forward to a longstanding relationship with you and your agent.

Sincerely,

Matthew J. Lupino
Vice President, Business Development

**LUBA Casualty Insurance Company
P.O. Box 98082
Baton Rouge, LA 70898-9082**

In witness whereof, LUBA Casualty Insurance Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our duly authorized representative.



Chief Executive Officer



March 20, 2025

RE: WC307-0124524-2025A

Dear Agent:

Enclosed please find the renewal policy documents for CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC.

The agent copy of the policy is available in PDF format via FHMConnect. Log onto your account at www.fhmic.com and then go to the My Documents page. If you do not already have a user ID please complete the registration process on our Home page.

If you have any questions, please contact Maria Simpson at 407-373-6401 or msimpson@fhmic.com.

Thank you.

LUBA Casualty Insurance Company
P.O. Box 98082
Baton Rouge, LA 70898-9082



Contact LUBA at 1-800-329-4340
to present inquiries or obtain information about coverage
and to provide assistance in resolving complaints.

WEBSITE SERVICES AVAILABLE
at www.fhmic.com

Click on the **Policyholder** section on the top of the home page to access the following information.

Workplace Safety
Payment Options
Premium Audits
Tools & Documents
FAQ
Report a Claim

To request a policyholder login visit **www.fhmic.com** click on the Log In Button in the upper right hand corner and click on the Request an account link.



To: LUBA CASUALTY INSURANCE Policyholders

PRIVACY NOTICE

LUBA CASUALTY INSURANCE is committed to safeguarding the nonpublic personal financial and health information it collects from its policyholders and their employees covered under a LUBA CASUALTY INSURANCE workers' compensation insurance policy. We want to ensure that you understand our practices and procedures for dealing with the nonpublic personal information we gather about you. Consistent with the Gramm-Leach-Bliley Act and with various state specific privacy insurance information laws and regulations in the states in which LUBA CASUALTY INSURANCE is licensed to sell insurance, within this notice you will find a description of the type of information we collect, how we use such information, and the safeguards we employ to protect it.

Information We Collect. In order to provide you with workers' compensation coverage and service and administer your account with us, we collect nonpublic personal financial and health information about you from the following sources:

- Information we receive from you on applications, claim and other forms;
- Information about your transactions with us or others;
- Information we receive from a consumer reporting agency; and
- Information received from other sources.

Information We Share and With Whom. We do not disclose any nonpublic personal financial or health information about our prospective, current, or former policyholders or their employees to anyone, unless you have authorized such disclosure or such disclosure is permitted by law and regulations.

Safeguards. We do not sell nonpublic personal financial and health information. In accordance with LUBA CASUALTY INSURANCE's Security Program we restrict access to nonpublic personal information about you to those employees or persons who need to know that information to provide products or services to you and your employees. LUBA CASUALTY INSURANCE will notify you of any changes in its practices regarding the privacy of nonpublic personal information.

Insurance Information Practices. As described above, LUBA CASUALTY INSURANCE may collect personal information about you from sources other than you in connection with your insurance transaction with LUBA CASUALTY INSURANCE. Such information, as well as other personal or privileged information subsequently collected by us, may in certain circumstances be disclosed to third parties without your authorization only as permitted by law. You have the right to access the personal information that LUBA CASUALTY INSURANCE collects about you in connection with your insurance transactions with us. If you believe that any of that information is in error, you have the right to request that LUBA CASUALTY INSURANCE correct it. If you would like a more detailed notice regarding our insurance information practices and your rights relating to those practices, LUBA CASUALTY INSURANCE will furnish one to you upon your written request to the address below.

Additional Information. If you have a question regarding the privacy of your information, please contact us in writing at the following address:

LUBA CASUALTY INSURANCE

PO Box 80459

Baton Rouge, LA 70898

or call us at 800-329-4340

We value your trust and are firmly committed to protecting the security and privacy of information that you share with us.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION**A. The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

**PART ONE
WORKERS COMPENSATION INSURANCE****A. How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other

insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.

5. This insurance conforms to the parts of the workers compensation law that apply to:
 - a. benefits payable by this insurance;
 - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

**PART TWO
EMPLOYERS LIABILITY INSURANCE**

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

- such third party as a result of injury to your employee;
2. For care and loss of services; and
 3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
 4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment. This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

**PART THREE
OTHER STATES INSURANCE**

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

**PART FOUR
YOUR DUTIES IF INJURY OCCURS**

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE—PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX—CONDITIONS

A. Inspection

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

**LUBA CASUALTY INSURANCE COMPANY
WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 00 01 B
(Ed. 5-88)**

Information Page

NCCI Carrier Code Number: 33049 Policy No: WC307-0124524-2025A
Item 1. INSURED: CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC Renewal of Policy No.:
Insured Address:
 4800 N STATE ROAD 7 SUITE 105 Business Type: Corporation
 C/O PHOENIX MANAGEMENT SERVICES INC
 Lauderdale Lakes, FL 33319
Other workplaces not shown above:
 See WC 99 06 04 FEIN: 592106812
 OTHER NAMED INSURED: See WC 99 06 03 RISK ID NO.:

Item 2. The policy period is from 12:01 a.m. on 5/26/2025 to 12:01 a.m. to 5/26/2026 at the insured's mailing address.

Item 3.A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: FL,

3.B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.a. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$ 500,000	each accident
Bodily Injury by Disease	\$ 500,000	policy limit
Bodily Injury by Disease	\$ 500,000	each employee

3.C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: AL,AR,LA,MS,OK,TN,TX

3.D. This policy includes these endorsements and schedules: See Schedule of Endorsements

Item 4. PREMIUM The premium for this policy will be determined by our Manual of Rules, Classifications, Rates & Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate per \$100 of Remuneration	Estimated Annual Premium
-----------------	----------	---	--------------------------------	--------------------------

SEE CLASSIFICATION EXTENSION SCHEDULE

If indicated below, interim adjustments of premium shall be made - <input type="checkbox"/> Semiannually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly	Total Estimated Annual Premium:	\$1,108
	Expense Constant:	\$160
Minimum Premium: \$503	FL Workers' Comp Insurance Guaranty Assoc. Surcharge:	\$0
	Total Cost:	\$1,108

Name of Producer: 1130 - 1 JOHN GALT INSURANCE AGENCY
 3303 W COMMERCIAL BLVD., STE #200
 Fort Lauderdale, FL 33309

Producer Telephone:

Servicing Office: P.O. Box 98082
 Baton Rouge, LA 70898-9082

Countersigned By:

Telephone No.: (800) 329-4340



Workers Compensation and Employers Liability Insurance Policy

WC 00 00 01 B (cont)

EXTENSION SCHEDULE
(Extension of Information Page Item 4)

Policy Number: WC307-0124524-2025A
 Insured: CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC
 Unit No. 1 - CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC

Rating Period: 5/26/2025 - 5/26/2026

Classifications	Code No.	Premium Basis Total Estimated Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
Building Or Property Management - All Other Employees	9015	\$32,465	2.68	\$870

Total Manual Premium				\$870
500,000/500,000/500,000		1.1%		\$10
EEL Minimum Premium Adjustment				\$65
Subject Premium				\$945
Unmodified Premium				\$945
Experience Mod		1.00		\$0
Modified Premium				\$945
Standard Premium				\$945
Normal Premium				\$945
Expense Constant				\$160
Terrorism Act		1%		\$3
Policy Premium				\$1,108

Total Estimated Premium and Surcharge(s): \$1,108

Billing Payment Plan: Plan A: Annual

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

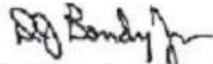
(Ed. 09-02)

Schedule of Endorsements (Amending Information Page Item 3.d.):

WC 99 06 07	Execution Clause
PRIVACYNOTICE	Privacy Notice
WC 00 00 00 C	Policy Information Page
WC 00 00 01 B	LUBA Casualty Information Page
WC 00 00 01 B	Classification Extension Schedule
WC 99 06 02	Extension Schedule Endorsement List
WC 99 06 04	Location Extension Schedule
WC 99 06 04	Location Extension Schedule
WC 00 04 03	Experience Rating Modification Factor Endorsement
WC 09 04 02 A	Florida Experience Rating Modification Factor Endorsement
WC 00 04 14 A	Notification of Change in Ownership Endorsement
WC 09 04 03 C	Florida Terrorism Risk Insurance Program Reauthorization Act Endorsement
WC 09 06 09 A	FL Cancellation and Nonrenewal
WC 09 03 03	Florida Employers Liability Coverage Endorsement
WC 09 04 07 A	FL Non Cooperation with Premium Audit Endorsement
WC 09 04 09	FL Premium Due Date Endorsement
WC 99 06 05	Installment Schedule
WC 99 06 06	Amendatory Endorsement Participating Provision
WC 99 06 06	Endorsement Participating Provision
WC 00 04 25	Experience Rating Modification Factor Revision Endorsement
WITNESS	Witness Page
WC 00 03 11 A	Voluntary Compensation and EL Coverage for Condo Program

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 5/26/2025 12:01 AM	Policy No. WC307-0124524-2025A	Endorsement No. 0
Insured CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC		Premium \$1,108
Insurance Company LUBA CASUALTY INSURANCE		

Chief Executive Officer

OTHER LOCATIONS IN ADDITION TO INFORMATION PAGE LOCATION:

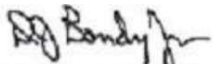
FL

CYPRESS CHASE NORTH CONDOMINIUM NO. 4
ASSOCIATION INC

3101-3121 NW 47TH TERRACE
Lauderdale Lakes, FL 33319
TAX ID: 59-2106812

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 5/26/2025 12:01 AM	Policy No. WC307-0124524-2025A	Endorsement No. 0
Insured CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC		Premium \$1,108
Insurance Company LUBA CASUALTY INSURANCE		

Chief Executive Officer

EXTENSION OF INFORMATION PAGE – ITEM 1

SCHEDULE OF WORKPLACES

Named Insured	Address	City, State, Zip
CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC	3101-3121 NW 47TH TERRACE	Lauderdale Lakes, FL 33319

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT

The premium for the policy will be adjusted by an experience rating modification factor. The factor was not available when the policy was issued. The factor, if any, shown on the Information Page is an estimate. We will issue an endorsement to show the proper factor, if different from the factor shown, when it is calculated.

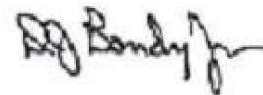
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **5/26/2025 12:01 AM** Policy No. **WC307-0124524-2025A** Endorsement No. **0**
Insured **CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC** Premium **\$1,108**

Insurance Company **LUBA CASUALTY INSURANCE**

Countersigned by _____



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

FLORIDA EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT

This endorsement applies because Florida is shown in Item 3.A. of the Information Page.

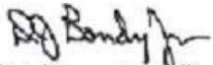
- A. The premium for the policy will be adjusted by an experience rating modification factor. The factor was not available when the policy was issued. The factor, if any, shown on the Information Page is an estimate. We will issue an endorsement to show the proper factor, if different from the factor shown, when it is calculated.
- B. If the factor is an increase over that shown on the Information Page, it will apply as of the policy effective date; or if the rating effective date is later than the policy effective date it will apply as of the rating effective date. Your premium will be calculated:
 - 1. Retroactively to the effective date of the policy or to the rating effective date if the rating effective date is later than the policy effective date if the adjustment is within the first 90 days of the policy effective date;
 - 2. On a pro rata basis from the date we endorsed the policy if the adjustment is more than 90 days after the effective date of the policy.

The adjustment will be retroactive to the effective date of the policy or to the rating effective date if the rating effective date is later than the policy effective date when:

 - a. The change in the experience rating modification factor is the result of a revision in your classifications;
 - b. The delay in the calculation of the experience rating modification factor is due to your failure to make available all your records for examination and audit as provided in Part Five—Premium, Section G. (Audit) of the policy.
- C. If the factor is a decrease from that shown on the Information Page, it will apply retroactively to the policy effective date or the rating effective date if later than the policy effective date.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 5/26/2025 12:01 AM	Policy No. WC307-0124524-2025A	Endorsement No. 0
Insured CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC		Premium \$1,108
Insurance Company LUBA CASUALTY INSURANCE	 Chief Executive Officer	

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

90-DAY REPORTING REQUIREMENT—NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

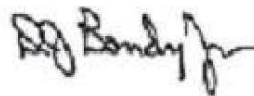
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **5/26/2025 12:01 AM** Policy No. **WC307-0124524-2025A** Endorsement No. **0**
Insured **CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC** Premium **\$1,108**

Insurance Company **LUBA CASUALTY INSURANCE**

Countersigned by _____



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT

This endorsement addresses requirements of the Terrorism Risk Insurance Act of 2002 as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2019.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

1. "Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.
2. "Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:
 - a. The act is an act of terrorism.
 - b. The act is violent or dangerous to human life, property or infrastructure.
 - c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
 - d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Insured Loss" means any loss resulting from an act of terrorism (including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.
4. "Insurer Deductible" means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

The Act may limit our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we may not be liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we may only have to pay a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government may not have to make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charged for the coverage for Insured Losses under this policy is included in the amount shown in Item 4 of the Information Page or the Schedule below.

Schedule

Rate per \$100 of Remuneration

3.00

Nothing contained in this endorsement shall be held to vary, alter, waive, or extend any of the terms, conditions, agreements or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive, or limit the terms, conditions, agreements or limitations of this endorsement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

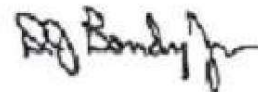
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **5/26/2025 12:01 AM** Policy No. **WC307-0124524-2025A** Endorsement No. **0**

Insured **CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC** Premium **\$1,108**

Insurance Company **LUBA CASUALTY INSURANCE**

Countersigned by _____



Florida Cancellation and Nonrenewal Endorsement

This endorsement applies because Florida is shown in Item 3.A. of the Information Page.

Part Six—Conditions, Section D. of the policy is replaced by the following:

D. Cancellation

1. You may cancel this policy by giving a written request to us stating when the cancellation is to take effect. If you do not specify the cancellation effective date in your written request, the cancellation is effective on the date of your written request. We are not required to send notice of cancellation to you if you requested the cancellation in writing. Any retroactive assumption of coverage and liabilities under this policy may not exceed 21 days.
2. We may cancel this policy by giving the first-named insured written notice of cancellation, including in the written notice the reason or reasons for the cancellation.
 - a. We must give at least 10 days' written notice prior to the effective date of cancellation when the cancellation is for nonpayment of premium.
 - b. We must give at least 30 days' written notice prior to the effective date of cancellation when the policy has been in effect for 60 days or less and the policy is cancelled for reasons other than nonpayment of premium, except where there has been a material misstatement or misrepresentation or failure to comply with our underwriting requirements, then at least 45 days' written notice is required.
 - c. We must give at least 45 days' written notice prior to the effective date of cancellation when the policy has been in effect for 61 days or more and the policy is cancelled for reasons other than nonpayment of premium.
 - d. When the policy has been in effect for 61 days or more, we may cancel the policy only when there is
 - (1) a material misstatement
 - (2) a nonpayment of premium
 - (3) a failure to comply with our underwriting requirements that we established within 60 days of the effective date of coverage
 - (4) a substantial change in the risk covered by the policy, or
 - (5) a cancellation for all insureds under such policies for a given class of insureds.
3. If we decide not to renew this policy, we must give the first-named insured written notice of nonrenewal at least 45 days prior to the expiration date of the policy. The written notice will state the reasons for the nonrenewal.
4. If we fail to provide written notice of cancellation or nonrenewal to the first-named insured within the required time frame, the coverage provided to the named insured under this policy will remain in effect until 45 days after the notice is given or until the effective date of replacement coverage obtained by the named insured, whichever occurs first. The premium for the coverage will remain the same during any such extension period except that, in the event of failure to provide notice of nonrenewal, if the rate filing then in effect would have resulted in a premium reduction, the premium during such extension of coverage must be calculated based upon the later rate filing.
5. The policy period will end on the day and hour stated in the cancellation notice.
6. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

All other policy terms, conditions, and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **5/26/2025 12:01 AM**

Policy No. **WC307-0124524-2025A**

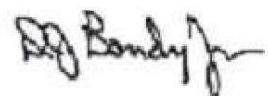
Endorsement No. **0**

Insured **CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC**

Premium **\$1,108**

Insurance Company **LUBA CASUALTY INSURANCE**

Countersigned by _____



(Ed. 01-2025)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT**

This endorsement applies only to work in the states shown in the Schedule.

- A. Part One (Workers Compensation Insurance) does not apply to work in a state shown in the Schedule.
- B. Part Two (Employers Liability Insurance) applies to work in states shown in the Schedule as though they were shown in Item 3.A. of the Information Page.
- C. Exclusion 5, Section C. of Part Two of the policy, is replaced by following:

This insurance does not cover

- 5. bodily injury intentionally caused or aggravated by you or which is the result of your engaging in conduct equivalent to an intentional tort, however defined, or other tortious conduct, such that you lose your immunity from civil liability under the workers compensation laws.

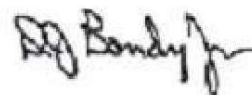
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **5/26/2025 12:01 AM** Policy No. **WC307-0124524-2025A** Endorsement No. **0**
 Insured **CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC** Premium **\$1,108**

Insurance Company **LUBA CASUALTY INSURANCE**

Countersigned by _____



Florida Non-Cooperation With Premium Audit Endorsement

This endorsement applies because Florida is shown in Item 3.A. of the Information Page.

This endorsement adds the following provisions to Part Five—Premium, G. Audit of the policy:

We are required to complete the premium audit process no later than 90 days after policy termination. If you fail to return the final mail audit or refuse to cooperate in completing the final physical audit or final physical onsite audit, you must pay us a premium not to exceed three times the most recent estimated annual premium on this policy subject to the following conditions:

1. We make two good faith efforts to obtain the final mail audit or complete the final physical audit or final physical onsite audit.
2. We document the audit file regarding the two good faith attempts to obtain the required audit information.
3. After the two good faith attempts to obtain records or gain access to your premises or your worksites, we send a letter by certified mail to you advising you of the specific records that are required or the premises or worksites that must be accessed and the premium that will be charged if you continue to refuse access to the records, premises, and/or worksites.

If you do not provide all the specific records required and/or fail to permit access to your premises or worksites as applicable, and if we satisfy the conditions above on or before 90 days from the date of policy termination, we may continue to try and conduct the audit and/or reopen the audit for up to three years from the date of policy termination. Alternatively, we may immediately bill you a premium not to exceed three times the most recent estimated annual premium on this policy. If you provide all the specific records required and/or permit access to the premises or worksites as applicable to complete the premium audit process within the three-year period, we will determine your final premium in accordance with Part Five—Premium, E. Final Premium of the policy.

If we cannot complete the audit because you do not permit us to make a physical inspection of your operation or provide us with the necessary records, you must pay us \$500 to defray the costs of the audit. The \$500 charge may be imposed only if we have incurred actual travel expenses and we notified you in writing of the potential charge when access was denied. Denial of access to records and your premises or worksites by your agent or representative is considered the same as a denial by you.

If you understate or conceal payroll, or misrepresent or conceal employee duties to avoid proper classification for premium calculations or misrepresent or conceal information pertinent to the calculation and application of an experience rating modification factor, then you, your agent or your attorney, must pay us a penalty charge of 10 times the difference in the amount of premium that you paid and the amount that you should have paid and reasonable attorney’s fees. The penalty may be enforced in the Florida circuit courts.

At the end of each quarter, you must submit to us a copy of the quarterly earnings reports you filed with the Florida Department of Revenue and any self-audits supported by the quarterly earnings report. The report must include a sworn statement by an officer or principal of your company attesting to the accuracy of the information in it. If you have an employee who suffered a compensable injury and was not reported as having earned wages on your last quarterly earnings report, you must indemnify us for all workers compensation benefits paid to or on behalf of the employee unless you establish that the employee was hired after the filing of the quarterly report, in which case you and the employee must attest to fact that the employee was employed by you at the time of injury.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **5/26/2025 12:01 AM**

Policy No. **WC307-0124524-2025A**

Endorsement No. **0**

Insured **CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC**

Premium **\$1,108**

Insurance Company **LUBA CASUALTY INSURANCE**

Countersigned by 

Florida Premium Due Date Endorsement

This endorsement applies because Florida is shown in Item 3.A. of the Information Page.

Part Five—Premium, Section D. (Premium Payments) is replaced by the following provision:

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. The due date for audit and retrospective premiums is the due date specified in the billing for the policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **5/26/2025 12:01 AM**

Policy No. **WC307-0124524-2025A**

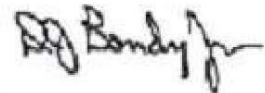
Endorsement No. **0**

Insured **CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC**

Premium **\$1,108**

Insurance Company **LUBA CASUALTY INSURANCE**

Countersigned by _____



WC 09 04 09
(Ed. 07-2024)



WC 99 06 05

Workers Compensation and Employers Liability Insurance Policy

INSTALLMENT SCHEDULE		
Insured: CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC The policy period is from: 5/26/2025 to: 5/26/2026		
Policy Unit: 1 - CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC		
Installment/Endorsement No.	Total Amount	Due Date
Installment 1	\$1,108	6/2/2025

Endorsement Effective: 5/26/2025

Policy No.: WC307-0124524-2025A

Endorsement: 0

Insured: CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC

Premium: \$1,108

Insurance Company: LUBA CASUALTY INSURANCE

Countersigned by

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 10-96)

AMENDATORY ENDORSEMENT PARTICIPATING PROVISION

THE INSURED MAY PARTICIPATE IN THE EARNINGS OF THE COMPANY REPRESENTED BY SURPLUS ACCUMULATED FROM PREMIUMS ON WORKERS' COMPENSATION POLICIES SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

UNDER FLORIDA LAW IT IS UNLAWFUL FOR AN INSURER TO PROMISE THE FUTURE PAYMENT OF DIVIDENDS UNDER AN UNEXPIRED WORKERS COMPENSATION POLICY OR TO MISREPRESENT THE CONDITIONS FOR DIVIDEND PAYMENT. DIVIDENDS ARE PAYABLE ONLY PURSUANT TO CONDITIONS DETERMINED BY THE BOARD OF DIRECTORS FOLLOWING POLICY EXPIRATION. DIVIDENDS CANNOT BE GUARANTEED AND ARE DECLARED ONLY AT THE OPTION OF THE COMPANY'S BOARD OF DIRECTORS.

IN NO EVENT WILL THE INSURED BE ENTITLED TO A DIVIDEND UNLESS THE INSURED HAS COMPLIED WITH ALL OF THE CONDITIONS OF THIS POLICY. IN ADDITION, THE INSURED SHALL NOT BE ENTITLED TO A DIVIDEND UNDER ANY OF THE FOLLOWING CIRCUMSTANCES:

- (A) IF ANY PART OF THE PREMIUM FOR THIS POLICY SHALL REMAIN UNPAID FOR THIRTY (30) DAYS AFTER WRITTEN DEMAND FOR PAYMENT IS MAILED TO THE ADDRESS OF THE INSURED APPEARING ON THE RECORDS OF THE COMPANY;
- (B) THE INSURED FAILS TO SUBMIT TO THE COMPANY ALL PERTINENT PAYROLL RECORDS OR OTHER DATA UPON WHICH PREMIUMS ARE BASED FOR THIS POLICY WITHIN THIRTY (30) DAYS AFTER REQUEST IS MAILED TO THE ADDRESS OF THE INSURED IN SUCH A CONDITION THAT SUCH PREMIUMS CAN BE ASCERTAINED;
- (C) IF SUIT IS BROUGHT BY THE COMPANY OR ITS ASSIGNEE TO ENFORCE COLLECTION ON ANY PART OF THE PREMIUM HEREUNDER;
- (D) IF ANY PART OF A PREMIUM FOR A WORKERS' COMPENSATION POLICY IS UNPAID FOR THIRTY (30) DAYS AFTER WRITTEN DEMAND FOR PAYMENT IS MAILED TO THE ADDRESS OF THE INSURED APPEARING ON THE RECORDS OF THE COMPANY WHEN SUCH PREMIUM IS DERIVED FROM A COMMONLY OWNED ENTITY AS THAT OF THE INSURED. "COMMONLY OWNED ENTITY" INCLUDES ANY SUBSIDIARY OR AFFILIATE OF THE INSURED.

NONRENEWAL BY THE INSURED OF THIS POLICY SHALL NOT BE GROUNDS FOR FORFEITURE OF A DIVIDEND.

Nothing in this endorsement contained shall be held to vary, alter, waive, or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements, or limitations of this endorsement.

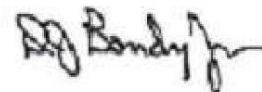
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **5/26/2025 12:01 AM** Policy No. **WC307-0124524-2025A** Endorsement No. **0**
 Insured **CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC** Premium **\$1,108**

Insurance Company **LUBA CASUALTY INSURANCE**

Countersigned by _____



PARTICIPATING PROVISION ENDORSEMENT

THE INSURED MAY PARTICIPATE IN THE EARNINGS OF THE COMPANY REPRESENTED BY SURPLUS ACCUMULATED FROM PREMIUMS ON WORKERS' COMPENSATION POLICIES.

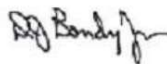
DIVIDENDS ARE PAYABLE ONLY PURSUANT TO CONDITIONS DETERMINED BY THE BOARD OF DIRECTORS FOLLOWING POLICY EXPIRATION. DIVIDENDS CANNOT BE GUARANTEED AND ARE DECLARED ONLY AT THE OPTION OF THE COMPANY'S BOARD OF DIRECTORS.

IN NO EVENT WILL THE INSURED BE ENTITLED TO A DIVIDEND UNLESS THE INSURED HAS COMPLIED WITH ALL OF THE CONDITIONS OF THIS POLICY.

IF A DIVIDEND IS DECLARED BY THE BOARD OF DIRECTORS, PAYMENT OF DIVIDEND SHOULD BE EXPECTED WITHIN 24 MONTHS AFTER POLICY EXPIRATION.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 5/26/2025 12:01 AM	Policy No. WC307-0124524-2025A	Endorsement No. 0
Insured CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC		Premium \$1,108
Insurance Company LUBA CASUALTY INSURANCE	Countersigned by	

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT

This endorsement is added to Part Five—Premium of the policy.

The premium for the policy is adjusted by an experience rating modification factor. The factor shown on the Information Page may be revised and applied to the policy in accordance with our manuals and endorsements. We will issue an endorsement to show the revised factor, if different from the factor shown, when it is calculated.

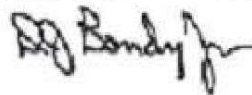
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 5/26/2025	Policy No.: WC307-0124524-	Endorsement 0
Insured: CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC		Premium: \$1,108

Insurance Company: LUBA CASUALTY
INSURANCE

Countersigned by _____





WC 00 00 00 A

In Witness Whereof, LUBA CASUALTY INSURANCE has caused this policy to be signed by its President and Secretary, but the same shall not be binding upon the Company unless countersigned by an Authorized Representative of the Company.

A handwritten signature in black ink, appearing to read "R. J. Bandy Jr.", written in a cursive style.

Chief Executive Officer

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT**

This endorsement adds Voluntary Compensation Insurance to the policy.

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee included in the group of employees described in the Schedule.
2. The bodily injury must arise out of and in the course of employment necessary or incidental to work in a state listed in the Schedule.
3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you if you and your employees described in the Schedule were subject to the workers compensation law shown in the Schedule. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusions

This insurance does not cover:

1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.
2. bodily injury intentionally caused or aggravated by you.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

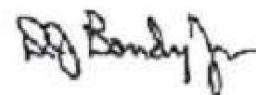
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **5/26/2025 12:01 AM** Policy No. **WC307-0124524-2025A** Endorsement No. **0**
 Insured **CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC** Premium **\$1,108**

Insurance Company **LUBA CASUALTY INSURANCE**

Countersigned by _____



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

F. Employers Liability Insurance

Part Two (Employers Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment shown in the Schedule were shown in Item 3.A. of the Information Page.

Employees

State of Employment

**Designated Workers
Compensation Law**

Schedule

1. Voluntary compensation for all board members and committee members working on behalf of the association in their official capacity. Any volunteer working on behalf of the association via an official motion of the Board of Directors. This coverage applies only to activities for which a specific license or training is not required

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **5/26/2025 12:01 AM**

Policy No. **WC307-0124524-2025A**

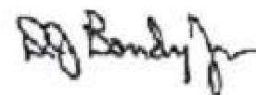
Endorsement No. **0**

Insured **CYPRESS CHASE NORTH CONDOMINIUM NO. 4 ASSOCIATION INC**

Premium **\$1,108**

Insurance Company **LUBA CASUALTY INSURANCE**

Countersigned by _____





POLICYHOLDER NOTICE

This notice is informational and is not part of your policy.

It is recommended that you review your policy carefully to determine your duties and obligations regarding claim or other reporting obligations you may have. We are providing the following contact information as a courtesy:

IF YOU HAVE A COMPLAINT ABOUT YOUR POLICY, PLEASE USE THE FOLLOWING:

Phone: 1-833-240-8996
Email: complaints@bowheadspecialty.com
Address: **Attention: Legal Department**
Bowhead Specialty
452 Fifth Ave, 24th Floor, New York, NY 10018

TO REPORT A CLAIM OR POTENTIAL CLAIM, PLEASE USE THE FOLLOWING:

Phone: 1-833-240-8996
Email: claims@bowheadspecialty.com
Address: **Attention: Claims Department**
Bowhead Specialty
452 Fifth Ave, 24th Floor, New York, NY 10018

BOWHEAD SPECIALTY:

Bowhead Specialty is the Program Administrator for the Insurer. Policies are underwritten by one or more of the American Family Mutual Insurance Company, S.I. affiliated companies.

"Bowhead Specialty" is the branding name for Bowhead Specialty Underwriters, Inc., and Bowhead Specialty Insurance Services in CA (License Number 6003149), IL, NV, NY, UT and VA. Bowhead Specialty is a licensed agency nationwide. Our National Producer Number is 19853093. Products are offered through American Family Mutual Insurance Company, S.I. affiliate Midvale Indemnity Company.



POLICYHOLDER NOTICE – TEXAS

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Midvale Indemnity Company

To get information or file a complaint with your insurance company or HMO:

Call: Legal Department at 1-833-240-8996
Toll Free: 1-833-240-8996
Email: complaints@bowheadspecialty.com
Mail: Midvale Indemnity Company
c/o Bowhead Specialty
452 Fifth Ave, 24th Floor, New York, NY 10018

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030,
Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Midvale Indemnity Company

Para obtener información o para presentar una queja ante su compañías de seguros o HMO:

Llame a: Legal Department al 1-833-240-8996
Teléfono gratuito: 1-833-240-8996
Correo electrónico: complaints@bowheadspecialty.com
Dirección postal: Midvale Indemnity Company
c/o Bowhead Specialty
452 Fifth Ave, 24th Floor, New York, NY 10018

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030,
Austin, TX 78711-2030



MISSOURI POLICYHOLDER NOTICE

This notice is for information only and does not become part a part or condition of the policy.

Have a complaint or need help?

If you have a problem with a claim or your premium, call your program administrator first then your Insurance company. If you can't work out the issue, the Missouri Department of Insurance may be able to help.

Even if you file a complaint with the Missouri Department of Insurance, you should also make sure you file a complaint or appeal through your program administrator and insurance company. If you don't, you may lose your right to appeal.

Program Administrator:

Great Point
500 West Putman Avenue, Suite 400
Greenwich, CT 06831
877-505-3226

Risk Purchasing Group

Paramount Real Estate Group, Inc.
One Reservoir Corporate Center
4 Research Drive, Suite 402
Shelton, CT 06484

Insurance Company

Midvale Indemnity Company
6000 American Parkway
Madison, WI 53783-00011
c/o Bowhead Specialty Underwriters, Inc.
452 Fifth Ave, 24th Floor,
New York, NY 10018
complaints@bowheadspecialty.com
1-833-240-8996

The Missouri Department of Insurance

To get help with an insurance question or file a complaint with the state:

Insurance Consumer Hotline: 800-726-7390



MISSOURI POLICYHOLDER NOTICE

This notice is for information only and does not become part a part or condition of the policy.

MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION COVERAGE LIMITATION

- A.** Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as “the Act”), if the **Insurer** is a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as “the Association”), the Association will pay **Claims** covered under the Act if the **Insurer** becomes insolvent.
- B.** The Act contains various exclusions, conditions and limitations that govern a claimant’s eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:
 - 1.** **Claims** covered by the Association do not include a **Claim** by or against an **Insured** of an insolvent **Insurer** if that **Insured** has a net worth of \$25 million or more on the later of the end of the **Insured's** most recent fiscal year or the December thirty-first (31st) of the year next preceding the date the **Insurer** becomes insolvent. An **Insured's** net worth on such date shall be deemed to include the aggregate net worth of the **Insured** and all its affiliates, as calculated on a consolidated basis.
 - 2.** The Association’s obligation includes only the amount of each covered **Claim** which is less than \$300,000.
 - 3.** The Association will not:
 - (a)** be obligated to pay to an **Insured** or claimant, more than the Limits of Liability of the **Policy** from which the **Claim** arises; or
 - (b)** return to the **Insured** any unearned premium in excess of \$25,000.



MONTANA POLICYHOLDER NOTICE

This notice is for information only and does not become part a part or condition of the policy.

DEFENSE WITHIN LIMITS

The amount of money available under the policy to pay settlements or judgements will be reduced and may be exhausted by defense expenses, including but not limited to fees paid to attorneys to defend you.



TENNESSEE POLICYHOLDER NOTICE

This notice is for information only and does not become part a part or condition of the policy.

Have a complaint or need help?

If you have a problem with a claim or your premium, call your program administrator first then your Insurance company. If you can't work out the issue, the Department of Commerce and Insurance may be able to help.

Even if you file a complaint with the Department of Commerce and Insurance, you should also make sure you file a complaint or appeal through your program administrator and insurance company. If you don't, you may lose your right to appeal.

Program Administrator:

Name: **Great Point**

Address: **500 West Putman Avenue, Suite 400**

City, State, Zip Code: **Greenwich, CT 06831**

Phone Number: **877-505-3226**

Email: [Click or tap here to enter text.](#)

Risk Purchasing Group

Name: **Paramount Real Estate Group, Inc.**

Address: **One Reservoir Corporate Center, 4 Research Drive, Suite 402**

City, State, Zip Code: **Sheldon, CT 06484**

Phone Number: [Click or tap here to enter text.](#)

Email: [Click or tap here to enter text.](#)

Insurance Company

Midvale Indemnity Company

6000 American Parkway

Madison, WI 53783-00011

Phone: 1-800-896-8000

The Department of Commerce and Insurance

To get help with an insurance question or file a complaint with the state:

Consumer Insurance Services : (615) 741-2218 or 1-800-342-4029



U.S. 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 web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



POLICYHOLDER FRAUD WARNINGS

Your quote, binder, policy premium and coverage terms have been developed based on applications and materials you have provided as part of the underwriting process to your agent, broker, or producer. We have relied on such information to develop your quote, binder, policy premium and coverage terms.

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits. Please see state specific fraud language below:

Applicable in AL, AR, CA, LA, MD, NM, RI, and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in the District of Columbia: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

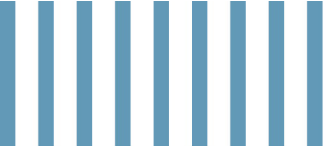
Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH, and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA, and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.



Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

Applicable in VT: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

Master Policy Declarations – Risk Purchasing Group Commercial Liability Umbrella Coverage

NOTICE

THIS POLICY MAY PROVIDE EITHER CLAIMS-MADE OR OCCURRENCE COVERAGE, IN ACCORDANCE WITH THE UNDERLYING TERMS. THOSE COVERAGES IN THIS POLICY WHICH ARE CLAIMS-MADE, APPLY ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. DEFENSE WITHIN LIMITS: THIS POLICY’S LIMIT OF LIABILITY MAY BE REDUCED AND EXHAUSTED BY THE PAYMENT OF DEFENSE EXPENSES. ALL INSURED SHOULD READ THIS AND ALL UNDERLYING INSURANCE CAREFULLY.

IMPORTANT NOTICE REGARDING RISK PURCHASING GROUPS

Disclosure Pursuant to Federal Law Regarding Purchasing Groups [15 U.S.C. § 3901, et seq]. Paramount Real Estate Group, Inc. is a “Purchasing Group”, as defined under Federal law, formed to purchase liability insurance on a group basis for its Members to cover the similar or related liability exposure(s) to which the Members of the Purchasing Group are exposed by virtue of their related, similar, or common businesses or services. Members do not share limits and each member is provided with its own policy and/or evidence of insurance.

Item 1.	Master Policy Name Insured and Mailing Address	
	Name:	Paramount Real Estate Group, Inc.
	Address:	4 Research Drive, Suite 402
	City/State/Zip:	Shelton, CT 06484

Item 2.	Insurer	
	Name:	Midvale Indemnity Company
	Address:	6000 American Parkway
	City/State/Zip:	Madison, WI 53783

Item 3.	Policy Period (12:01 A.M. Local Time at Named Insured’s Address.)	
	Effective Date:	11/01/2024
	Expiration Date:	11/01/2026

Item 4.	Limits of Liability	
	Each Occurrence Limit	As Per Member Certificate of Participation
	General Aggregate Limit	As Per Member Certificate of Participation
	Products-Completed Operations Aggregate Limit	As Per Member Certificate of Participation

Item 5.	Self-Insured Retention	
	As Per Member Certificate of Participation	

Item 6.	Premium	
	As calculated per Member for whom a Certificate of Participation has been issued on behalf of and reported to the Company.	



Item 7.	Producer	
	Name:	AmWINS Group, Inc.
	Address:	4725 Piedmont Row Drive, Suite 600
	City/State/Zip:	Charlotte, NC 28210

Item 8.	Notices	
Notice of Claims and Circumstances; Notice of Loss:		
	Email:	claims@bowheadspecialty.com
	Address:	Attention: Claims Department Bowhead Specialty 452 Fifth Ave, 24th Floor, New York, NY 10018 1-833-240-8996
All Other Notices:		
	Email:	policyadmin@bowheadspecialty.com
	Address:	Attention: Policy Administration Department Bowhead Specialty 452 Fifth Ave, 24th Floor, New York, NY 10018 1-833-240-8996

Item 9.	Scheduled Underlying Insurance
	See Schedule of Underlying Policies At Inception, as shown on the Member Certificate of Participation for each Member of the Risk Purchasing Group.

Item 10.	Forms/Endorsements	
	Form Number	Form Title
	See Schedule of Forms and Endorsements	

These Declarations, the Policy and any Endorsements or Schedules thereto, shall constitute the contract between the Insurer and the Insured.

In Witness Whereof, the Insurer has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by the Insurer's authorized representative.

Lauren K. Powell, Secretary

Michael D. Lorian, President

Authorized Representative

Date

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

Various provisions in this policy restrict coverage. 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 a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

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

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "bodily injury" or "property damage" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. At our discretion, we may investigate any "occurrence" that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

- (1) The amount we will pay for the "ultimate net loss" is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" or "property damage" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury" or "property damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".
- c. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1.a. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- d. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1.a. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

e. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1.a. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

f. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

This exclusion does not apply to the extent that valid "underlying insurance" for the liquor liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the liquor liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. ERISA

Any obligation of the insured under the Employee Retirement Income Security Act of 1974 (ERISA), and any amendments thereto or any similar federal, state or local statute.

f. Auto Coverages

- (1) "Bodily injury" or "property damage" arising out of the ownership, maintenance or use of any "auto" which is not a "covered auto"; or
- (2) Any loss, cost or expense payable under or resulting from any first-party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

g. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

With respect to injury arising out of a "covered auto", this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits. For the purposes of this insurance, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

This exclusion does not apply to the extent that valid "underlying insurance" for the employer's liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the employer's liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

h. Employment-related Practices

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the injury-causing event described in Paragraph (a), (b) or (c) above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

i. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; or
- (2) "Pollution cost or expense".

This exclusion does not apply if valid "underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the pollution risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

j. Aircraft Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (4) The extent that valid "underlying insurance" for the aircraft or watercraft liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the aircraft or watercraft risks described above will follow the same provisions, exclusions and limitations that are contained in the "underlying insurance", unless otherwise directed by this insurance; or

(5) Aircraft that is:

- (a) Chartered by, loaned to, or hired by you with a paid crew; and
- (b) Not owned by any insured.

k. Racing Activities

"Bodily injury" or "property damage" arising out of the use of "mobile equipment" or "autos" in, or while in practice for, or while being prepared for, any prearranged professional or organized racing, speed, demolition, or stunting activity or contest.

l. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

m. Damage To Property

"Property damage" to:

- (1) Property:
 - (a) 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
 - (b) Owned or transported by the insured and arising out of the ownership, maintenance or use of a "covered auto".
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (1)(b), (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

n. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

o. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

p. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

q. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or

- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

r. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

s. Professional Services

"Bodily injury" or "property damage" due to rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- (3) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- (4) Engineering services, including related supervisory or inspection services;
- (5) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- (6) Any health or therapeutic service treatment, advice or instruction;
- (7) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- (8) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
- (9) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (10) Body piercing services;
- (11) Services in the practice of pharmacy;
- (12) Law enforcement or firefighting services; and
- (13) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", involved the rendering of or failure to render any professional service.

t. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, 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.

This exclusion does not apply if valid "underlying insurance" for the electronic data risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

u. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "personal and advertising injury" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. At our discretion, we may investigate any offense that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

- (1) The amount we will pay for the "ultimate net loss" is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "personal and advertising injury" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "personal and advertising injury" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".

c. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. "Personal and advertising injury":

(1) Knowing Violation Of Rights Of Another

Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

(2) Material Published With Knowledge Of Falsity

Arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

(3) Material Published Prior To Policy Period

Arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

(4) Criminal Acts

Arising out of a criminal act committed by or at the direction of the insured.

(5) Contractual Liability

For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

- (a) Liability for damages that the insured would have in the absence of the contract or agreement.
- (b) Liability for false arrest, detention or imprisonment assumed in a contract or agreement.

(6) Breach Of Contract

Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

(7) Quality Or Performance Of Goods – Failure To Conform To Statements

Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

(8) Wrong Description Of Prices

Arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

(9) Infringement Of Copyright, Patent, Trademark Or Trade Secret

Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

(10) Insureds In Media And Internet Type Businesses

Committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

(11) Electronic Chatrooms Or Bulletin Boards

Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

(12) Unauthorized Use Of Another's Name Or Product

Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

(13) Pollution

Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

(14) Employment-related Practices

To:

- (a)** A person arising out of any:
 - (i)** Refusal to employ that person;
 - (ii)** Termination of that person's employment; or
 - (iii)** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (b)** The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph **(i)**, **(ii)** or **(iii)** above is directed.

This exclusion applies whether the injury-causing event described in Paragraph **(i)**, **(ii)** or **(iii)** above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(15) Professional Services

Arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (a)** Legal, accounting or advertising services;
- (b)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- (c)** Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- (d)** Engineering services, including related supervisory or inspection services;
- (e)** Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;

(f) Any health or therapeutic service treatment, advice or instruction;

(g) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;

(h) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;

(i) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(j) Body piercing services;

(k) Services in the practice of pharmacy;

(l) Law enforcement or firefighting services; and

(m) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

(16) War

However caused, arising, directly or indirectly, out of:

(a) War, including undeclared or civil war;

(b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

(17) Recording And Distribution Of Material Or Information In Violation Of Law

Arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (a)** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (b)** The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (c)** The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (d)** Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

b. "Pollution cost or expense".

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- 1.** We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend, when the duty to defend exists:
 - a.** All expenses we incur.
 - b.** Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "occurrence" we cover. We do not have to furnish these bonds.
 - c.** The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e.** All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

- f.** Prejudgment interest awarded against the insured 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 prejudgment interest based on that period of time after the offer.
- g.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2.** When we have the right but not the duty to defend the insured and elect to participate in the defense, we will pay our own expenses but will not contribute to the expenses of the insured or the "underlying insurer".
- 3.** If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a.** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b.** This insurance applies to such liability assumed by the insured;
 - c.** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f.** The indemnitee:
 - (1)** Agrees in writing to:
 - (a)** Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c)** Notify any other insurer whose coverage is available to the indemnitee; and

- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. Except for liability arising out of the ownership, maintenance or use of "covered autos":
 - a. If you are designated in the Declarations as:
 - (1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (2) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - (3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (4) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- (5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

b. Each of the following is also an insured:

- (1) Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (a) "Bodily injury" or "personal and advertising injury":
 - (i) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" in the course of his or her employment or performing duties related to the conduct of your business or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (ii) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (a)(i) above; or
 - (iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (a)(i) or (ii) above.
 - (b) "Property damage" to property:
 - (i) Owned, occupied or used by;
 - (ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- (2) Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- (3) Any person or organization having proper temporary custody of your property if you die, but only:
 - (a) With respect to liability arising out of the maintenance or use of that property; and
 - (b) Until your legal representative has been appointed.
 - (4) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- (1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - (2) Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (3) Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
2. Only with respect to liability arising out of the ownership, maintenance or use of "covered autos":
- a. You are an insured.
 - b. Anyone else while using with your permission a "covered auto" you own, hire or borrow is also an insured except:
 - (1) The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semitrailer connected to a "covered auto" you own.
 - (2) Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a "covered auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.
 - (6) "Employees" with respect to "bodily injury" to:
 - (a) Any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
 - (b) The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph (a) above.
- c. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.
3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.
- Subject to Section III – Limits Of Insurance, if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement, less any amounts payable by any "underlying insurance"; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.
- Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made, "suits" brought, or number of vehicles involved; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:
 - a. Coverage **A**, except "ultimate net loss" because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a "covered auto"; and
 - b. Coverage **B**.
3. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under Coverage **A** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all "ultimate net loss" because of all "personal and advertising injury" sustained by any one person or organization.
5. If there is "underlying insurance" with a policy period that is nonconcurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the "retained limit(s)" will only be reduced or exhausted by payments for:
 - a. "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Part; or
 - b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Part.

However, if any "underlying insurance" is written on a claims-made basis, the "retained limit(s)" will only be reduced or exhausted by claims for that insurance that are made during the policy period, or any Extended Reporting Period, of this Coverage Part.

The Aggregate Limit, as described in Paragraph 2. above, applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – CONDITIONS

1. Appeals

If the "underlying insurer" or insured elects not to appeal a judgment in excess of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section III – Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

b. Bankruptcy Of Underlying Insurer

Bankruptcy or insolvency of the "underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, this insurance will not replace the "underlying insurance" in the event of bankruptcy or insolvency of the "underlying insurer". This insurance will apply as if the "underlying insurance" were in full effect.

3. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Other Insurance

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and

- (2) The total of all deductible and self-insured amounts under all that other insurance.

6. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

7. Representations Or Fraud

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us;
- c. We have issued this policy in reliance upon your representations; and
- d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

8. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

9. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

10. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

11. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

- a. The insured or insured's "underlying insurer" has become obligated to pay the "retained limit"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant and us.

12. Transfer Of Defense

When the underlying limits of insurance have been used up in the payment of judgments or settlements, the duty to defend will be transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or "suits" seeking damages to which this insurance applies which would have been covered by the "underlying insurance" had the applicable limit not been used up.

13. Maintenance Of/Changes To Underlying Insurance

Any "underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of the aggregate limit in accordance with the provisions of such "underlying insurance" that results from payment of claims, settlement or judgments to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "underlying insurance". Failure to maintain "underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "underlying insurance" were in full effect.

If there is an increase in the scope of coverage of any "underlying insurance" during the term of this policy, our liability will be no more than it would have been if there had been no such increase.

You must notify us in writing, as soon as practicable, if any "underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "underlying insurance" is changed.

14. Expanded Coverage Territory

- a. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums.

- b. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
- c. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Canada or Puerto Rico.
- d. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.
However, "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".
4. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.
5. "Covered auto" means only those "autos" to which "underlying insurance" applies.
6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".
 - g. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraphs **f.** and **g.** do not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

- (3) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a "covered auto" over a route or territory that person or organization is authorized to serve by public authority.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
11. "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - While it is in or on an aircraft, watercraft or "auto"; or
 - While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - Vehicles maintained for use solely on or next to premises you own or rent;
 - Vehicles that travel on crawler treads;
 - Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - Power cranes, shovels, loaders, diggers or drills; or
 - Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- Equipment designed primarily for:
 - Snow removal;
 - Road maintenance, but not construction or resurfacing; or
 - Street cleaning;
 - Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- False arrest, detention or imprisonment;
 - Malicious prosecution;
 - The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - The use of another's advertising idea in your "advertisement"; or
 - Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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

16. "Pollution cost or expense" means any loss, cost or expense arising out of any:

a. Request, demand, order or statutory or regulatory requirement that any insured 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".

17. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

18. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

With respect to the ownership, maintenance or use of "covered autos", property damage also includes "pollution cost or expense", but only to the extent that coverage exists under the "underlying insurance" or would have existed but for the exhaustion of the underlying limits.

For the purposes of this insurance, with respect to other than the ownership, maintenance or use of "covered autos", electronic data is not tangible property.

As used in this definition, 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.

19. "Retained limit" means the available limits of "underlying insurance" scheduled in the Declarations or the "self-insured retention", whichever applies.

20. "Self-insured retention" means the dollar amount listed in the Declarations that will be paid by the insured before this insurance becomes applicable only with respect to "occurrences" or offenses not covered by the "underlying insurance". The "self-insured retention" does not apply to "occurrences" or offenses which would have been covered by "underlying insurance" but for the exhaustion of applicable limits.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent or the "underlying insurer's" consent.
22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
23. "Ultimate net loss" means the total sum, after reduction for recoveries or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of settlement or judgments or any arbitration or other alternate dispute method entered into with our consent or the "underlying insurer's" consent.
24. "Underlying insurance" means any policies of insurance listed in the Declarations under the Schedule of "underlying insurance".
25. "Underlying insurer" means any insurer who provides any policy of insurance listed in the Schedule of "underlying insurance".
26. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
27. "Your product":
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
28. "Your work":
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

COMMON POLICY CONDITIONS

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

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL CONDITIONS

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

SECTION IV - CONDITIONS is amended by addition of the following:

1. Cancellation

The Named Insured will act on behalf of all other insureds with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.

2. Changes In Control

If during the "policy period":

- a. the Named Insured listed in Item 1. of the Declarations consolidates or affiliates with or merges into, or sells all or a majority all of its assets to any party or organization; or
- b. any party or organization acquires an amount of the outstanding ownership interests representing more than fifty percent (50%) of the voting or designation power for the election of directors or officers of the Named Insured designated in Item 1. of the Declarations, or acquires the voting or designation rights of such an amount of ownership interests;

this policy will continue in full force and effect as to "bodily injury", "property damage", and "personal and advertising injury" caused by an "occurrence" that occurs prior to the effective date of such transaction.

Coverage will be afforded by this policy for "bodily injury", "property damage", and "personal and advertising injury" caused by an "occurrence" that takes place on or after the effective date of such transaction if the Named Insured notifies us of the transaction no later than ninety (90) days after the effective date of such transaction. However, failure on behalf of the Named Insured to notify us within ninety (90) days of the effective date of such transaction will terminate coverage afforded by this policy on the ninetieth (90th) day after the effective date of such transaction at 12:01 am standard time of the address of the Named Insured shown in Item 1. of the Declarations or the end of the "policy period", whichever is earlier.

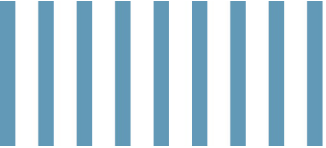
This paragraph only applies to transactions with third parties or organization not under the Named Insured's control or ownership as of the inception date of this policy.

3. Headings

The headings of this policy form no part of the provisions, terms and conditions of this policy. Rather, the headings of this policy are solely to be used for convenience purposes.

4. Priority of Recoveries

All other terms and conditions remain unchanged.



- a. Any recoveries of any payment we have made under this policy will be applies as follows:
 - i. first, any person or organization, including the insured, that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first;
 - ii. second, we will be reimbursed up to the amount we have paid; and
 - iii. lastly, any person or organization, including the insured that has paid an amount over which this policy is excess is entitled to claim the remainder.

Expenses incurred in the exercise of rights of recovery will be apportioned among the parties or organizations, including the insured, in the ratio of their respective recoveries as finally settled.

- b. If, prior to the "occurrence" taking place, you waive any right of recovery against a specific party or organization for "bodily injury", "property damage" or "personal and advertising injury" as required under an "insured contract", we will also waive any rights we may have against such party or organization.

5. Unintentional Failure to Disclose

Your failure to disclose all hazards existing as of the inception date of the "policy period" will not prejudice your coverage provided by this policy on the condition that any such failure or omission is not intentional. However, if such failure to disclose was fraudulent, this subparagraph does not apply. This paragraph does not affect the provision of **SECTION IV – CONDITIONS**, Paragraph 7.

6. Violation of Economic or Trade Sanctions

Coverage for any claim or "suit" will be null and void if coverage for the same under this policy is in violation of any United States of America economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC").

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL CONDITIONS - WASHINGTON

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

SECTION IV - CONDITIONS is amended by addition of the following:

1. Cancellation

The Named Insured will act on behalf of all other insureds with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.

If notice is mailed on behalf of all other insureds, like notice of cancellation must be sent to each entity shown by the policy to have an interest in any loss which may occur thereunder.

2. Changes In Control

If during the "policy period":

- a. the Named Insured listed in Item 1. of the Declarations consolidates or affiliates with or merges into, or sells all or a majority all of its assets to any party or organization; or
- b. any party or organization acquires an amount of the outstanding ownership interests representing more than fifty percent (50%) of the voting or designation power for the election of directors or officers of the Named Insured designated in Item 1. of the Declarations, or acquires the voting or designation rights of such an amount of ownership interests;

this policy will continue in full force and effect as to "bodily injury", "property damage", and "personal and advertising injury" caused by an "occurrence" that occurs prior to the effective date of such transaction.

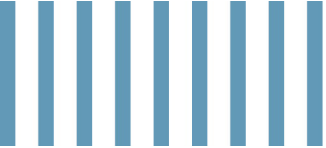
Coverage will be afforded by this policy for "bodily injury", "property damage", and "personal and advertising injury" caused by an "occurrence" that takes place on or after the effective date of such transaction if the Named Insured notifies us of the transaction no later than ninety (90) days after the effective date of such transaction. However, failure on behalf of the Named Insured to notify us within ninety (90) days of the effective date of such transaction will terminate coverage afforded by this policy on the ninetieth (90th) day after the effective date of such transaction at 12:01 am standard time of the address of the Named Insured shown in Item 1. of the Declarations or the end of the "policy period", whichever is earlier.

This paragraph only applies to transactions with third parties or organization not under the Named Insured's control or ownership as of the inception date of this policy.

3. Headings

The headings of this policy form no part of the provisions, terms and conditions of this policy. Rather,

All other terms and conditions remain unchanged.



the headings of this policy are solely to be used for convenience purposes.

4. Priority of Recoveries

- a. Any recoveries of any payment we have made under this policy will be applied as follows:
 - i. first, to any person or organization, including the insured for the deductible to such loss without any deduction for collection.
 - ii. second, any person or organization, including the insured, that has paid an amount in excess of the applicable Limits of Insurance of this policy.
 - iii. third, any person or organization, including the insured that has paid an amount over which this policy is excess is entitled to claim the remainder.
 - iv. lastly, we will be reimbursed up to the amount we have paid; and

Expenses incurred in the exercise of rights of recovery will be apportioned among the parties or organizations, including the insured, in the ratio of their respective recoveries as finally settled.

- b. If, prior to the "occurrence" taking place, you waive any right of recovery against a specific party or organization for "bodily injury", "property damage" or "personal and advertising injury" as required under an "insured contract", we will also waive any rights we may have against such party or organization.

5. Unintentional Failure to Disclose

Your failure to disclose all hazards existing as of the inception date of the "policy period" will not prejudice your coverage provided by this policy on the condition that any such failure or omission is not intentional. However, if such failure to disclose was fraudulent, this subparagraph does not apply. This paragraph does not affect the provision of **SECTION IV – CONDITIONS**, Paragraph 7.

6. Violation of Economic or Trade Sanctions

Coverage for any claim or "suit" will be null and void if coverage for the same under this policy is in violation of any United States of America economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC").

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.



TERRORISM COVERAGE DISCLOSURE NOTICE TERRORISM COVERAGE PROVIDED UNDER THIS POLICY

The Terrorism Risk Insurance Act of 2002 as amended and extended by the subsequent Terrorism Risk Insurance Program Reauthorization Acts (collectively referred to as the "Act") established a program within the Department of the Treasury, under which the federal government shares with the insurance industry, the risk of loss from future terrorist attacks. An act of terrorism is defined as any act certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or dangerous act to human life, property or infrastructure; to have resulted in damage within the United States; to have resulted in damage outside the United States in the cases of certain air carriers and or vessels or within the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

In accordance with the Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act. **This offer does not include coverage for incidents of nuclear, biological, chemical, or radiological terrorism which will be excluded from your policy.** Your decision is needed on this question: do you choose to pay the premium for terrorism coverage stated in this offer of coverage, or do you reject the offer of coverage and not pay the premium? You may accept or reject this offer.

If your policy provides commercial property coverage, in certain states, statutes or regulations may require coverage for fire following an act of terrorism. In those states, if terrorism results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to Legal Liability coverage forms or Leasehold Interest coverage forms.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. **The federal share equals 80% in years 2020 through 2027 of that portion of the amount of such insured losses that exceeds the applicable insurer deductible during Calendar Year 2020 and each Calendar Year thereafter through 2027.**

DISCLOSURE OF CAP ON ANNUAL LIABILITY

If the aggregate insured terrorism losses of all insurers exceed \$100,000,000,000 during any **Calendar** Year provided in the Act, the Secretary of the Treasury shall not make any payments for any portion of the amount of such losses that exceed \$100,000,000,000, and if we have met our insurer deductible, we shall not be liable for the payment of any portion of such losses that exceeds \$100,000,000,000.

DISCLOSURE OF PREMIUM

Your premium for terrorism coverage is \$0.00.

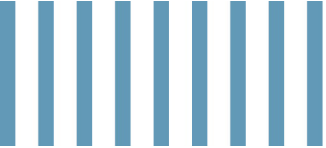
FORM SCHEDULE

Form Number	Form Title
BSU 00 09 05 23	Policyholder Notice
BSU-MID 20 01 TX 06 23	Policyholder Notice - Texas
PRP 20 01 MO 10 23	Missouri Policyholder Notice
PRP 20 02 MO 10 23	MISSOURI POLICYHOLDER NOTICE
PRP 20 01 MT 10 23	Montana Policyholder Notice
PRP 20 01 TN 10 23	TENNESSEE POLICYHOLDER NOTICE
BSU 00 01 11 20	OFAC Advisory Notice
BSU 00 03 08 24	Policyholder Fraud Warning
PRP 00 01 A SD 07 23	Master Policy Declarations – Risk Purchasing Group Commercial Liability Umbrella Coverage
CU 00 01 04 13	Commercial Liability Umbrella Coverage Form
IL 00 17 11 98	Common Policy Conditions
PRP 04 06 09 23	Additional Conditions
PRP 04 06 WA 09 23	Additional Conditions - Washington
IL 00 03 09 08	Calculation of Premium
BSU 00 02 CW 02 22	Terrorism Coverage Disclosure Notice
BSU 00 05 11 20	Form Schedule
PRP 01 01 04 24	Amendment of Insuring Agreement
PRP 01 02 07 23	Amendatory Exclusions
PRP 01 03 07 23	Condominium/Co-operative Directors and Officers Liability Claims-Made Coverage
PRP 01 03 AK 10 23	Condominium/Co-operative Directors and Officers Liability Claims-Made Coverage – Alaska
PRP 01 03 MO 10 23	Condominium - CoOp D&O Claims Made Coverage - Missouri
PRP 01 03 OH 05 24	Condominium - CoOp D&O Claims Made Coverage OHIO
PRP 01 03 NH 10 23	Condominium - CoOp D&O Claims Made Coverage - New Hampshire
PRP 01 03 SD 07 23	Condominium/Co-operative Directors and Officers Liability Claims-Made Coverage – South Dakota
PRP 01 04 07 23	Employee Benefits Liability Limitation Claims Made Version
PRP 01 05 07 23	Garage Keepers Liability Limitation
PRP 01 06 07 23	Schedule of Underlying Insurance
PRP 01 07 07 23	Employee Benefits Liability Limitation Occurrence Based
PRP 01 08 07 23	Exclusion – Human Trafficking (With Limitations)
PRP 03 01 07 23	Coverage Enhancement (Program Version – Risk Purchasing Group)
PRP 03 01 OH 3 24	Coverage Enhancement - RPG - OHIO
PRP 03 02 07 23	Expenses in Addition to Limits of Insurance
PRP 03 03 07 23	Limits of Insurance Amendment
PRP 03 03 OH 03 24	Limits of Insurance Amendment - OHIO
PRP 04 01 07 23	Limitation – Anti-stacking

PRP 04 02 07 23	Condition – Claims Reporting Amendment
PRP 04 03 07 23	Economic or Trade Sanctions
PRP 04 03 ME 11 23	Economic or Trade Sanctions - Maine
PRP 04 04 07 23	Knowledge of Occurrence
PRP 04 06 ME 11 23	Added Conditions - Maine
PRP 04 06 MT 10 23	Added Conditions - Montana
PRP 04 06 WA 09 23	Added Conditions - Washington
PRP 05 01 07 23	Additional Definitions
PRP 05 02 07 23	Member Policy Period
PRP 05 03 07 23	Insured and Named Insured Amendatory Endorsement
PRP 05 03 OH 03 24	Named Insured and Insured Amendatory Endorsement - OHIO
PRP 05 04 07 23	Amendment of Definition of Retained Limit and Schedule of Retained Limits
PRP 05 04 OH 04 01	Amendment Of Definition Of Retained Limit And Schedule Of Retained Limits - OHIO
PRP 10 01 07 23	Exclusion – Absolute Access, Collection and Disclosure of Non-Public Information
PRP 10 02 07 23	Limitation – Auto Liability
PRP 10 03 07 23	Limitation – Commercial General Liability
PRP 10 04 07 23	Exclusion – Communicable Disease
PRP 10 05 07 23	Exclusion – Condominium and Cooperative Conversion
PRP 10 06 07 23	Exclusion – Construction Operations
PRP 10 07 07 23	Exclusion – Diving Board and Water Slide
PRP 10 08 07 23	Exclusion – Earth Movement
PRP 10 09 07 23	Limitation – Employers Liability
PRP 10 10 07 23	Exclusion – Financial Institutions
PRP 10 11 07 23	Limitation – Foreign Liability
PRP 10 12 07 23	Exclusion – Fungus and Bacteria
PRP 10 12 AK 07 23	Exclusion – Fungus and Bacteria – Alaska
PRP 10 13 07 23	Exclusion – Marine Liability
PRP 10 14 07 23	Exclusion – No Coverage for Sublimits
PRP 10 15 07 23	Exclusion – Pesticide or Herbicide
PRP 10 16 07 23	Exclusion – Pollution and SIR Amendment
PRP 10 16 ME 11 23	Exclusion - Pollution and SIR Amendment - Maine
PRP 10 16 MO 10 23	Exclusion - Pollution and SIR Amendment - Missouri
PRP 10 17 07 23	Act of Terrorism Self-Insured Retention
PRP 10 17 AK 10 23	Act of Terrorism Self-Insured Retention - Alaska
PRP 10 17 ME 11 23	Act of Terrorism Self- Insured Retention - Maine
PRP 10 18 07 23	Exclusion – Water Sports
PRP 20 01 AK 09 23	Concurrent Causation – Alaska
PRP 20 01 OH 05 24	Ohio Amendatory
PRP 20 01 WA 09 23	Concurrent Causation - Washington
PRP 20 10 VT 10 23	POLICY CHANGES - EXTENDED REPORTING PERIOD OPTIONS - VERMONT
CU 21 11 04 17	Limitation to Designated Premises
CU 21 16 09 00	Exclusion – Designated Ongoing Operations
CU 21 26 04 13	Exclusion – Cross Suits
CU 21 42 12 04	Exclusion – EFIS

CU 01 01 10 10	Oklahoma Changes – Representation or Fraud
CU 01 02 01 16	Massachusetts Residential Fuel Tank Exclusion
CU 01 06 12 07	Minnesota Changes
CU 01 07 11 11	Wisconsin Changes
CU 01 08 05 09	Louisiana Changes
CU 01 12 09 00	Wyoming Changes
CU 01 14 09 18	South Dakota Changes
CU 01 16 04 19	Michigan Changes
CU 01 17 04 13	Colorado Changes – Underlying Claims – Made Coverage
CU 01 21 09 00	Washington Changes
CU 01 22 09 00	Utah Changes
CU 01 26 04 13	Florida Changes
CU 01 27 09 00	Connecticut Changes
CU 01 30 06 02	Maryland Changes
CU 01 31 09 00	Pennsylvania Changes
CU 01 32 11 13	Utah Changes – Common-Interest Association
CU 01 33 01 16	Kansas Changes
CU 01 34 09 00	District Of Columbia Changes
CU 01 35 11 08	New Hampshire Changes – Covered Auto
CU 01 36 04 13	Missouri Changes
CU 01 42 04 17	New Hampshire Changes – Premium Audit Condition
CU 01 44 09 00	Maine Changes – Representation or Fraud
CU 01 45 09 00	Vermont Changes – Representations or Fraud
CU 01 46 09 00	Colorado Changes – Representations or Fraud
CU 01 48 09 00	Georgia Changes
CU 01 49 09 00	Maine Changes – Bodily Injury Definition
CU 01 50 01 02	Nevada Changes – Representations or Fraud
CU 01 55 03 12	Texas Changes
CU 01 57 03 18	Virginia Changes
CU 01 71 12 07	Alaska War Liability Exclusion
CU 01 78 06 04	Arizona Changes – Representations or Fraud
CU 01 93 04 13	Alaska Recording and Distribution of Material or Information in Violation Of Law Exclusion
CU 01 96 12 19	New Hampshire Changes
CU 02 00 01 18	Illinois Changes – Cancellation and Nonrenewal
CU 02 01 01 17	Maryland Changes – Cancellation and Nonrenewal
CU 02 03 03 12	Florida Changes – Cancellation and Nonrenewal
CU 02 05 02 13	Missouri Changes – Cancellation and Nonrenewal
CU 02 07 04 13	Montana Changes – Cancellation and Nonrenewal
CU 02 08 12 17	Nebraska Changes – Cancellation and Nonrenewal
CU 02 09 03 14	Rhode Island Changes – Cancellation and Nonrenewal
CU 02 10 09 00	Kansas Changes – Cancellation and Nonrenewal
CU 02 11 09 00	District Of Columbia Changes – Cancellation and Nonrenewal
CU 02 12 12 21	South Carolina Changes – Cancellation and Nonrenewal

CU 02 13 09 17	West Virginia Changes - Cancellation
CU 02 15 05 15	New Mexico Changes – Cancellation and Nonrenewal
CU 02 18 09 00	North Dakota Changes – Cancellation and Nonrenewal
CU 02 20 09 00	Iowa Changes – Cancellation and Nonrenewal
CU 02 21 04 17	Michigan Changes – Cancellation and Nonrenewal
CU 02 22 02 15	Georgia Changes Cancellation and Nonrenewal
CU 02 25 11 16	Virginia Changes – Cancellation and Nonrenewal
CU 21 23 02 02	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
CU 21 69 04 13	New Hampshire Amendment of Liquor Liability Exclusion – Exception for Scheduled Activities
CU 21 83 12 08	Alaska Pollution Exclusion
CU 22 55 09 00	Illinois Changes – Illinois Changes – Pollution Exclusion – Hostile Fire Exception
CU 26 03 09 00	Arkansas Changes – Multi-Year Policies
CU 26 06 10 14	Iowa Changes – Notice of Cancellation for Contractors
CU 26 23 12 01	Alaska Changes – Definition of Metatag
CU 26 29 05 10	Colorado Changes – Employee Benefits Liability Coverage
CU 31 10 09 18	Split Excess Uninsured Motorist Coverage Limits – New Hampshire
CU 02 16 09 08	Delaware Changes – Cancellation and Nonrenewal
IL 01 09 09 08	Vermont Changes – Civil Union
IL 01 14 10 13	Wyoming Changes – Defense Costs
IL 01 15 01 10	Nevada Changes – Domestic Partnership
IL 01 17 12 10	Indiana Changes – Workers Compensation Exclusion
IL 01 20 10 13	Pennsylvania Changes – Defense Costs
IL 01 21 09 08	Alaska Changes – Attorney’s Fees
IL 01 25 11 13	Colorado Changes – Civil Union
IL 01 26 09 08	Vermont Changes – Statutory Liability
IL 01 28 09 08	Rhode Island Changes – Prejudgment Interest
IL 01 35 03 22	New Hampshire Changes – Cancellation and Nonrenewal
IL 01 40 09 08	Connecticut Changes – Civil Union
IL 01 41 09 08	New Jersey Changes – Civil Union
IL 01 42 09 08	Oregon Changes – Domestic Partnership
IL 01 47 09 11	Illinois Changes – Civil Union
IL 01 49 01 01	Hawaii Changes – Civil Union
IL 01 51 01 12	Delaware Changes – Civil Union
IL 01 61 03 12	Rhode Island Changes – Civil Union
IL 01 62 10 13	Illinois Changes – Defense Costs
IL 01 65 09 08	North Dakota Changes – Examination of Your Books and Records
IL 01 67 10 13	Montana Changes – Conformity with Statutes
IL 01 79 10 02	Oklahoma Notice
IL 01 97 09 08	Rhode Island Changes
IL 01 99 09 08	Arkansas Changes – Transfer of Rights of Recovery Against Others to Us
IL 02 08 09 07	New Jersey Changes – Cancellation and Nonrenewal
IL 02 19 06 15	Vermont Changes – Cancellation and Nonrenewal
IL 02 28 09 07	Colorado Changes – Cancellation and Nonrenewal



IL 02 31 10 22	Arkansas Changes – Cancellation and Nonrenewal
IL 02 32 09 08	South Dakota Changes – Cancellation and Nonrenewal



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF INSURING AGREEMENT –
LIABILITY ASSUMED UNDER AN “INSURED CONTRACT”**

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Form.

In consideration of the premium charged, the Policy is amended as follows:

- A. SECTION I - COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** paragraph 1.a. is deleted in its entirety and replaced with the following:

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a.** We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "bodily injury" or "property damage" to which this insurance applies, including such "ultimate net loss" assumed by the insured under an "insured contract". We will have the right and duty to defend the insured against any "suit" seeking damages for such "bodily injury" or "property damage" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. At our discretion, we may investigate any "occurrence" that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

- (1)** The amount we will pay for the "ultimate net loss" is limited as described in Section **III** – Limits Of Insurance; and
- (2)** Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

- B. SECTION III - LIMITS OF INSURANCE,** is amended to add the following additional paragraph:

Subject to paragraph 2., the most we will pay for "ultimate net loss" under Coverage A. of this policy on behalf of any person or organization to whom you are obligated by written "insured contract" to provide insurance such as is afforded by this policy, is the lesser of: (a) the Limits of Insurance shown in Item 4. of the Declarations; or (b) the minimum limits of insurance that you agreed to procure for such person or organization in such written "insured contract."

C. **SECTION IV - CONDITIONS**, paragraph **9. Transfer of Rights of Recovery Against Other to Us**, is amended to add the following additional paragraph:

If, prior to the time of an "occurrence", you waive any right of recovery against a specific person or organization for "bodily injury" or "property damage" as required under an "insured contract", we will also waive any rights we may have against such person or organization.

D. **SECTION V. DEFINITIONS**, paragraph **9.**, "insured contract" is deleted and replaced by the following:

"Insured contract" means that part of any contract or agreement pertaining to your business under which any insured assumes the tort liability of another party or organization to pay for "bodily injury" or "property damage" to a third party or organization, provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Tort liability means a liability that would be imposed by law without any contract or agreement.

"Insured contract" does not include:

1. that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition activities, taking place within fifty (50) feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
2. that part of any contract or agreement that indemnifies an architect, engineer or surveyor for "bodily injury" or "property damage" arising out of:
 - a. preparing, approving, or failing to prepare or approve, any document, including but not limited to maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. providing directions or instructions, or failing to provide directions or instructions, if that is the primary cause of the "bodily injury" or "property damage"; or
3. that part of any contract or agreement under which the insured, if an architect, engineer or surveyor, assumes liability for any "bodily injury" or "property damage" arising out of the insured's rendering of, or failure to render, professional services, including, but not limited to those described in subparagraph 2. above and supervisory, inspection, architectural or engineering activities.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY EXCLUSIONS

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

- A. The following exclusion is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. Exclusions**; and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**:

Even when “underlying insurance” applies, this insurance does not apply to:

1. **Asbestos**

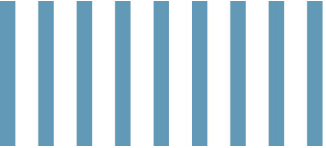
This policy does not provide coverage for any “bodily injury”, “property damage”, or “personal and advertising injury” caused by or arising out of:

- a. the manufacture, mining, use, sale, installation, removal, or distribution of asbestos, asbestos containing products, asbestos containing materials, asbestos fibers or asbestos dust;
- b. exposure to asbestos, asbestos containing products, asbestos containing materials, asbestos fibers or asbestos dust;
- c. any obligation on behalf of the insured to indemnify any party or organization because of damages arising out of the manufacture, mining, use, sale, installation, removal, or distribution of asbestos, asbestos products, asbestos fibers or asbestos dust; or
- d. any obligation on behalf of the insured to indemnify any party or organization because of exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or
- e. any obligation to defend any “suit” or claim against the insured that seeks damages if such “suit” or claim arises as the result of the manufacture, mining, use, sale, installation, removal or distribution of asbestos, asbestos products, asbestos fibers or asbestos dust.
- f. any obligation to defend any “suit” or claim against the insured that seeks damages if such “suit” or claim arises as the result of exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

2. **Nuclear Liability**

This policy does not provide coverage for any liability caused by or arising out of:

All other terms and conditions remain unchanged.

- 
- a. for which the insured is also an insured under any other policy of insurance issued by the Nuclear Energy Liability-Property Insurance Association, Mutual Atomic Energy Liability Underwriters or the Nuclear Insurance Association of Canada. This exclusion applies to the extent the insured would be an insured under any such policy but for its termination upon exhaustion of its limit of liability;
 - b. hazardous properties of nuclear material and in regard to which (1) any person or any organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, including any of the Atomic Energy Act of 1954's amendments or revisions, or any similar state or federal law, statute or regulation; and (2) the insured is, or would have been had this policy not been available, entitled to indemnity from the United States of America or any United States of America's agency under any agreement entered into by the United States of America or any of its agencies with any person or organization;
 - c. for "bodily injury", "property damage" or "personal and advertising injury" if:
 - i. the nuclear material is located at any nuclear facility owned or operated by the insured or on the insured's behalf or has been discharged or dispensed therefrom;
 - ii. the nuclear material is contained in spent fuel or waste that is, or was, at any time possessed, handled, used, processed, stored, transported or disposed of by the insured or by any other party or organization acting on the insured's behalf; or
 - iii. the "bodily injury", "property damage", or "personal and advertising injury" arises out of or is caused by the insured's furnishing of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility. However, if such facility is located within the United States of America, including its territories or possessions or Canada, this exclusion c. applies only to "property damage" to such nuclear facility and any property thereat.

For purposes of this exclusion, the following definitions apply:

- a. "hazardous properties" includes, but is not limited to radioactive, contaminated, toxic, poisonous or explosive properties;
- b. "nuclear material" means source material, special nuclear material or byproduct material. "Source material," "special nuclear material" and "byproduct material" are defined in the same way as defined in the Atomic Energy Act of 1954, including any of its amendments or revisions;
- c. "spent fuel" means any fuel element or component, solid or liquid, that is, or has been, used or exposed to radiation in a nuclear reactor;
- d. "waste" means any waste material (i) containing byproduct material and (ii) resulting from the operation by any person or organization of a nuclear facility as defined in subparagraph (e);
- e. "nuclear facility" means:
 - i. any nuclear reactor;
 - ii. any equipment or device intended to be used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel or (3) handling, processing or packaging waste or waste materials;

All other terms and conditions remain unchanged.

- iii. any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the insured's custody at the premises where such equipment or device is located consists of or contains more than twenty-five (25) grams of plutonium or uranium 233 or any combination thereof, or more than two-hundred-fifty (250) grams of uranium 235; or
- iv. any structure, basin, excavation, premises or place prepared or used for storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
- f. "nuclear reactor" means any device, appliance, machine or mechanism designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material; and
- g. "Property damage" includes all forms of radioactive contamination of property.

3. **Securities**

This policy does not provide coverage for any "bodily injury", "property damage", or "personal and advertising injury" caused by or arising out of:

- a. the violation of any securities law or any similar state or federal law, statute, ordinance or regulation;
- b. the purchase, sale, offer for purchase or sale, or solicitation of any security, debt, policy of insurance, bank deposit, or financial interest or instrument;
- c. any representations, guarantees or warranties made in respect to the price or value of any security, debt, policy of insurance, bank deposit, or financial interest or instrument;
- d. any depreciation, deflation, loss of value, or reduction in price or value of any security, debt, policy of insurance, bank deposit, or financial interest or instrument.

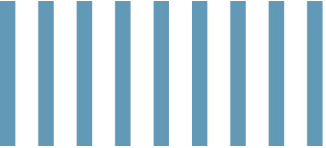
4. **Violation of Communication or Information Law**

This policy does not provide coverage for any "personal and advertising injury" caused by or arising out of any federal, state, or local law, statute, ordinance or regulation, including any amendments thereto, that prohibits, limits or pertains to the sending, transmitting or communicating of material or information.

B. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, paragraph **2. Exclusions**, subparagraph **s. Professional Services** and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**, subparagraph **(15) Professional Services** are deleted and replaced by the following:

This policy does not provide coverage for any "bodily injury", "property damage", or "personal and advertising injury" caused by or arising out of any act, error, omission, malpractice or mistake of a professional nature committed by the insured or any person or organization that the insured is legally responsible for. This exclusion applies even if the allegations against the insured are for

All other terms and conditions remain unchanged.



negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of another party or organization by the insured.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDOMINIUM/CO-OPERATIVE DIRECTORS AND OFFICERS LIABILITY CLAIMS-MADE COVERAGE

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

NOTICE: THIS ENDORSEMENT PROVIDES COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS. EXCEPT TO THE EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OF THIS INSURANCE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST AN INSURED DURING THE "POLICY PERIOD" OR ANY APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED TO US IN WRITING IN ACCORDANCE WITH SECTION IV.3 OF THE CONDITIONS.

In the event that the schedule of "underlying insurance" provides coverage on a claims-made and reported basis for a wrongful act arising out of any actual or alleged negligent act, error or omission, misstatement or misleading statement committed by or on behalf of the Insured in the performance of his or her duties as a Director or Officer of any Condominium/Co-Operative owned or operated by the Named Insured, it is agreed that:

1. coverage under this endorsement applies only to the extent that such wrongful act coverage is provided by a scheduled "underlying insurance" claims-made and reported policy. In no event shall coverage afforded under this endorsement be broader than such scheduled "underlying insurance";
2. this claims-made and reported wrongful act coverage shall follow the terms, definitions, conditions and exclusions of such scheduled "underlying insurance", subject to the "policy period", Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. If any provisions of such scheduled "underlying insurance" conflicts with any provisions of this policy, the provisions of this policy will prevail; and
3. this policy is amended as follows:

The **DECLARATIONS** is amended by addition of the following:

1. PENDING OR PRIOR DATE(S): See "pending or prior date" definition below

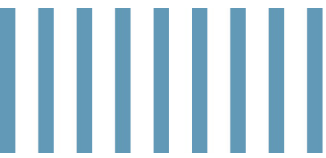
2. CONTINUITY DATE(S): 11/01/2023

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is deleted in its entirety and replaced with the following:

I. INSURING AGREEMENT – COMMERCIAL UMBRELLA LIABILITY

We will pay on behalf of the Insured those sums in excess of the "retained limit" that the Insured becomes legally obligated to pay as damages because of a claim made against the Insured due to a wrongful act arising out of any actual or alleged negligent act, error or

All other terms and conditions remain unchanged.



omission, misstatement or misleading statement committed by or on behalf of the Insured in the performance of his or her duties as a Director or Officer of any Condominium/Co-Operative owned or operated by the Named Insured. Such wrongful act must occur on or after the "pending or prior date" and prior to the end of the "policy period". This policy applies, only if a claim for damages covered by this policy is first made against you during the "policy period" or any applicable extended reporting period and reported to us in writing during the "policy period" or any applicable extended reporting period.

The amount we will pay for damages is limited as described in **Section III. LIMITS OF INSURANCE**. If any applicable law or statute prohibits or prevents us from paying damages covered by this policy on behalf of the Insured, then we will indemnify the Insured for those sums in excess of the "retained limit".

The following exclusions are added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. Exclusions** and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**:

Prior Knowledge

This policy does not provide coverage for any claim arising out of a wrongful act, fact, circumstance, event, situation or incident that was committed or occurred on or after the "pending or prior date" of which any director, officer, or the General Counsel of an Insured had actual or constructive knowledge of as of the "continuity date" shown in the Declarations if it was reasonably foreseeable that a claim may result.

Continuous or Related Acts

This policy does not provide coverage for any claim or circumstance alleging, or arising out the, same wrongful act or series of continuous, repeated or related wrongful act or alleging the same or similar facts, alleged or contained in any claim or circumstance which has been reported under any policy that predates this policy.

Pending or Prior Litigation

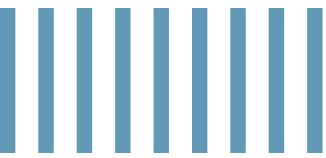
This policy does not apply to any claim based upon, arising out of, or directly or indirectly resulting from:

- (a) any civil, criminal or regulatory investigation, "suit" or proceeding made or initiated against any Insured on or prior to the "continuity date"; or
- (b) any fact, circumstance, situation, transaction, event, or wrongful act underlying or alleged in such investigation, "suit" or proceeding.

Professional Services

This policy does not provide coverage for any claim caused by or arising out of any act, error, omission, malpractice or mistake of a professional nature committed by the Insured or any person or organization that the Insured is legally responsible for. This exclusion applies even if the allegations

All other terms and conditions remain unchanged.



against the Insured are for negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of another party or organization by the Insured.

Condominium-Hotels

This policy does not provide coverage for any claim caused by or arising out of, directly or indirectly, in whole or in part, any allegation against the Insured in the performance of the Insured's duties as a Director or Officer of any "condominium-hotel" owned or operated by the Named Insured.

Section V - CONDITIONS is amended to include the following additional conditions:

Automatic Extended Reporting Period

If this policy is cancelled or non-renewed by us or the Named Insured, then the Named Insured will have the right following the effective date of such cancellation or non-renewal to a period of thirty (30) days (herein referred to as the "Automatic Extended Reporting Period") in which to give us written notice of claims first made against the Insured during the Automatic Extended Reporting Period for any wrongful act occurring prior to the end of the "policy period", provided, however, that the claim would be otherwise covered by this policy.

The Automatic Extended Reporting Period will not apply to claims that are covered under any subsequent insurance purchased or obtained by the Insured for the Insured's benefit, or that would be covered but for the exhaustion of the Limits of Insurance applicable to such claims or is within any applicable "retained amount".

The Automatic Extended Reporting Period does not affect the applicable Limits of Insurance of this policy or extend the policy's "policy period".

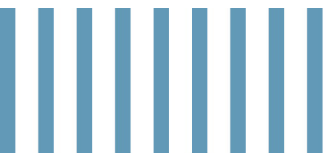
Optional Extended Reporting Period

Upon cancellation or non-renewal of this policy by us or the Named Insured, the Named Insured will have the option, subject to payment of an additional premium of up to two hundred percent (200%) of the full annual premium, to a period of one (1) year following the effective date of such cancellation or non-renewal (herein referred to as the "Optional Extended Reporting Period") in which to give us notice in writing of claims first made against you during the Optional Extended Reporting Period for any wrongful act occurring prior to the end of the "policy period" provided, however, that the claim would be otherwise covered by this policy.

The Named Insured has thirty (30) days to provide us with written notice of such election and the additional premium due, otherwise the Insured's right to the Optional Extended Reporting Period terminates. The additional premium for the Optional Extended Reporting Period will be deemed fully earned at the inception of the Optional Extended Reporting Period. The Optional Extended Reporting Period cannot be cancelled. This clause and the rights contained herein will not apply to any cancellation resulting from non-payment of premium. Our offer of renewal terms, conditions, limits of insurance or premiums different from those of the expiring policy will not constitute a nonrenewal.

The aggregate limit of insurance for any Extended Reporting Period will be part of, and not

All other terms and conditions remain unchanged.



In addition to, the Aggregate Limit of Insurance for the "policy period".

The Automatic Extended Reporting Period does not affect the applicable Limits of Insurance of this policy or extend the policy's "policy period".

The purchase of an Optional Extended Reporting Period by the Named Insured will prevent the Automatic Extended Reporting Period from applying.

For the purposes of this endorsement, **Section IV - CONDITIONS**, paragraph **3. Duties in the Event of an Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced with the following:

3. Duties in the Event of an Occurrence, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of a wrongful act that is reasonably likely to result in a claim or "suit" under this policy. To the extent possible, notice should include:
 - 1. how, when and where the wrongful act took place;
 - 2. the names and addresses of any injured persons and any witnesses; and
 - 3. the nature and location of any injury or damage arising out of the wrongful act.

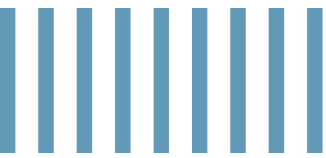
Any claim which is made in writing against any Insured in regard to such wrongful act shall be deemed to have been first made during this "policy period" if notice of the wrongful act is reported to us within fifteen (15) days of the end of this "policy period" and the claim or notice of claim for such wrongful act is reported to us within three (3) years after the end of this "policy period".

- b. If a claim is made or "suit" is brought against any Insured during the "policy period", you must notify us in writing prior to the end of the "policy period".

Written notice should be mailed, delivered, faxed or e-mailed to us at the address designated in the Declarations.

- c. You and any other involved Insured must:
 - 1. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - 2. authorize us to obtain records and other information;
 - 3. cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
 - 4. assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the Insured because of injury or damage to which this insurance may also apply.

All other terms and conditions remain unchanged.

- 
- d. No Insured will, except at that Insured's own cost, voluntarily make a payment, assume any obligation or incur any expense, without our consent.

Section V - DEFINITIONS is amended to include the following additional definitions:

- 1. "Condominium-hotel" means a hotel where some or all of the rooms have been legally transformed into condominium units which are sold and deeded to purchasers, where such units are available for the use of such individuals or their designees for part of the year, and available to be rented out to hotel guests for the remainder of the year.
- 2. "Pending or prior date" means the earlier of:
 - 1. the inception date shown in Item 2. of the Declarations; or
 - 2. the date you first purchased a policy of insurance, with a minimum excess limit of liability of ten million dollars (\$10,000,000), that had the same pending or prior date of the applicable primary policy, provided that there is evidence of such coverage.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDOMINIUM/CO-OPERATIVE DIRECTORS AND OFFICERS LIABILITY CLAIMS-MADE COVERAGE - ALASKA

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

NOTICE: THIS ENDORSEMENT PROVIDES COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS. EXCEPT TO THE EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OF THIS INSURANCE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST AN INSURED DURING THE "POLICY PERIOD" OR ANY APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED TO US IN WRITING IN ACCORDANCE WITH SECTION IV.3 OF THE CONDITIONS.

In the event that the schedule of "underlying insurance" provides coverage on a claims-made and reported basis for a wrongful act arising out of any actual or alleged negligent act, error or omission, misstatement or misleading statement committed by or on behalf of the Insured in the performance of his or her duties as a Director or Officer of any Condominium/Co-Operative owned or operated by the Named Insured, it is agreed that:

1. coverage under this endorsement applies only to the extent that such wrongful act coverage is provided by a scheduled "underlying insurance" claims-made and reported policy. In no event shall coverage afforded under this endorsement be broader than such scheduled "underlying insurance";
2. this claims-made and reported wrongful act coverage shall follow the terms, definitions, conditions and exclusions of such scheduled "underlying insurance", subject to the "policy period", Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. If any provisions of such scheduled "underlying insurance" conflicts with any provisions of this policy, the provisions of this policy will prevail; and
3. this policy is amended as follows:

The **DECLARATIONS** is amended by addition of the following:

1. PENDING OR PRIOR DATE(S): See "pending or prior date" definition below

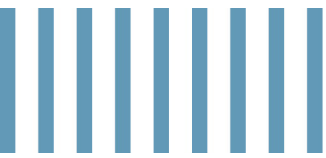
2. CONTINUITY DATE(S): 11/01/2023

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is deleted in its entirety and replaced with the following:

I. INSURING AGREEMENT – COMMERCIAL UMBRELLA LIABILITY

We will pay on behalf of the Insured those sums in excess of the "retained limit" that the Insured becomes legally obligated to pay as damages because of a claim made against the Insured due to a wrongful act arising out of any actual or alleged negligent act, error or omission, misstatement or misleading statement committed by or on behalf of the Insured

All other terms and conditions remain unchanged.



in the performance of his or her duties as a Director or Officer of any Condominium/Co-Operative owned or operated by the Named Insured. Such wrongful act must occur on or after the "pending or prior date" and prior to the end of the "policy period". This policy applies, only if a claim for damages covered by this policy is first made against you during the "policy period" or any applicable extended reporting period and reported to us in writing during the "policy period" or any applicable extended reporting period.

The amount we will pay for damages is limited as described in **Section III. LIMITS OF INSURANCE**. If any applicable law or statute prohibits or prevents us from paying damages covered by this policy on behalf of the Insured, then we will indemnify the Insured for those sums in excess of the "retained limit".

The following exclusions are added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. Exclusions** and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**:

Prior Knowledge

This policy does not provide coverage for any claim arising out of a wrongful act, fact, circumstance, event, situation or incident that was committed or occurred on or after the "pending or prior date" of which any director, officer, or the General Counsel of an Insured had actual or constructive knowledge of as of the "continuity date" shown in the Declarations if it was reasonably foreseeable that a claim may result.

Continuous or Related Acts

This policy does not provide coverage for any claim or circumstance alleging, or arising out the, same wrongful act or series of continuous, repeated or related wrongful act or alleging the same or similar facts, alleged or contained in any claim or circumstance which has been reported under any policy that predates this policy.

Pending or Prior Litigation

This policy does not apply to any claim based upon, arising out of, or directly or indirectly resulting from:

- (a) any civil, criminal or regulatory investigation, "suit" or proceeding made or initiated against any Insured on or prior to the "continuity date"; or
- (b) any fact, circumstance, situation, transaction, event, or wrongful act underlying or alleged in such investigation, "suit" or proceeding.

Professional Services

This policy does not provide coverage for any claim caused by or arising out of any act, error, omission, malpractice or mistake of a professional nature committed by the Insured or any person or organization that the Insured is legally responsible for. This exclusion applies even if the allegations against the Insured are for negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of another party or organization by the Insured.

All other terms and conditions remain unchanged.



Condominium-Hotels

This policy does not provide coverage for any claim caused by or arising out of, directly or indirectly, in whole or in part, any allegation against the Insured in the performance of the Insured's duties as a Director or Officer of any "condominium-hotel" owned or operated by the Named Insured.

Section V - CONDITIONS is amended to include the following additional conditions:

Automatic Extended Reporting Period

If this policy is cancelled or non-renewed by us or the Named Insured, then the Named Insured will have the right following the effective date of such cancellation or non-renewal to a period of sixty (60) days (herein referred to as the "Automatic Extended Reporting Period") at no additional charge in which to give us written notice of claims first made against the Insured during the Automatic Extended Reporting Period for any wrongful act occurring prior to the end of the "policy period", provided, however, that the claim would be otherwise covered by this policy.

The Automatic Extended Reporting Period will not apply to claims that are covered under any subsequent insurance purchased or obtained by the Insured for the Insured's benefit, or that would be covered but for the exhaustion of the Limits of Insurance applicable to such claims or is within any applicable "retained amount".

The Automatic Extended Reporting Period does not affect the applicable Limits of Insurance of this policy or extend the policy's "policy period".

Optional Extended Reporting Period

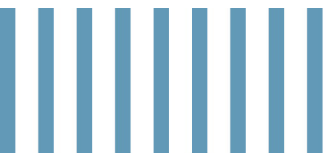
Upon cancellation or non-renewal of this policy by us or the Named Insured, the Named Insured will have the option, subject to payment of an additional premium of less than two hundred percent (200%) of the full annual premium based on the assigned Hazard grade for the policy, for a period of one (1) or five (5) years following the effective date of such cancellation or non-renewal (herein referred to as the "Optional Extended Reporting Period") in which to give us notice in writing of claims first made against you during the Optional Extended Reporting Period for any wrongful act occurring prior to the end of the "policy period" provided, however, that the claim would be otherwise covered by this policy.

The Named Insured has sixty (60) days to provide us with written notice of such election and the additional premium due, otherwise the Insured's right to the Optional Extended Reporting Period terminates. The additional premium for the Optional Extended Reporting Period will be deemed fully earned at the inception of the Optional Extended Reporting Period. The Optional Extended Reporting Period cannot be cancelled. This clause and the rights contained herein will not apply to any cancellation resulting from non-payment of premium. Our offer of renewal terms, conditions, limits of insurance or premiums different from those of the expiring policy will not constitute a nonrenewal.

The aggregate limit of insurance for any Extended Reporting Period will be part of, and not in addition to, the Aggregate Limit of Insurance for the "policy period".

The Automatic Extended Reporting Period does not affect the applicable Limits of Insurance of this policy or extend the policy's "policy period".

All other terms and conditions remain unchanged.



The purchase of an Optional Extended Reporting Period by the Named Insured will prevent the Automatic Extended Reporting Period from applying.

For the purposes of this endorsement, **Section IV - CONDITIONS**, paragraph **3. Duties in the Event of an Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced with the following:

3. Duties in the Event of an Occurrence, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of a wrongful act that is reasonably likely to result in a claim or "suit" under this policy. To the extent possible, notice should include:
 - 1. how, when and where the wrongful act took place;
 - 2. the names and addresses of any injured persons and any witnesses; and
 - 3. the nature and location of any injury or damage arising out of the wrongful act.

Any claim which is made in writing against any Insured in regard to such wrongful act shall be deemed to have been first made during this "policy period" if notice of the wrongful act is reported to us within fifteen (15) days of the end of this "policy period" and the claim or notice of claim for such wrongful act is reported to us within three (3) years after the end of this "policy period".

- b. If a claim is made or "suit" is brought against any Insured during the "policy period", you must notify us in writing prior to the end of the "policy period".

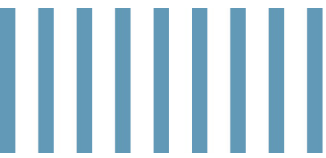
Written notice should be mailed, delivered, faxed or e-mailed to us at the address designated in the Declarations.

- c. You and any other involved Insured must:
 - 1. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - 2. authorize us to obtain records and other information;
 - 3. cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
 - 4. assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the Insured because of injury or damage to which this insurance may also apply.
- d. No Insured will, except at that Insured's own cost, voluntarily make a payment, assume any obligation or incur any expense, without our consent.

Section V - DEFINITIONS is amended to include the following additional definitions:

- 1. "Condominium-hotel" means a hotel where some or all of the rooms have been legally transformed into condominium units which are sold and deeded to purchasers,

All other terms and conditions remain unchanged.



where such units are available for the use of such individuals or their designees for part of the year, and available to be rented out to hotel guests for the remainder of the year.

2. "Pending or prior date" means the earlier of:
 1. the inception date shown in Item 2. of the Declarations; or
 2. the date you first purchased a policy of insurance, with a minimum excess limit of liability of ten million dollars (\$10,000,000), that had the same pending or prior date of the applicable primary policy, provided that there is evidence of such coverage.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDOMINIUM/CO-OPERATIVE DIRECTORS AND OFFICERS LIABILITY
CLAIMS-MADE COVERAGE –
MISSOURI

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

NOTICE: THIS ENDORSEMENT PROVIDES COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS. EXCEPT TO THE EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OF THIS INSURANCE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST AN INSURED DURING THE "POLICY PERIOD" OR ANY APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED TO US IN WRITING IN ACCORDANCE WITH SECTION IV.3 OF THE CONDITIONS.

In the event that the schedule of "underlying insurance" provides coverage on a claims-made and reported basis for a wrongful act arising out of any actual or alleged negligent act, error or omission, misstatement or misleading statement committed by or on behalf of the Insured in the performance of his or her duties as a Director or Officer of any Condominium/Co-Operative owned or operated by the Named Insured, it is agreed that:

1. coverage under this endorsement applies only to the extent that such wrongful act coverage is provided by a scheduled "underlying insurance" claims-made and reported policy. In no event shall coverage afforded under this endorsement be broader than such scheduled "underlying insurance";
2. this claims-made and reported wrongful act coverage shall follow the terms, definitions, conditions and exclusions of such scheduled "underlying insurance", subject to the "policy period", Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. If any provisions of such scheduled "underlying insurance" conflicts with any provisions of this policy, the provisions of this policy will prevail; and
3. this policy is amended as follows:

The **DECLARATIONS** is amended by addition of the following:

1. PENDING OR PRIOR DATE(S): See "pending or prior date" definition below

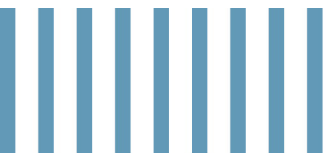
2. CONTINUITY DATE(S): 11/01/2023

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is deleted in its entirety and replaced with the following:

I. INSURING AGREEMENT – COMMERCIAL UMBRELLA LIABILITY

We will pay on behalf of the Insured those sums in excess of the "retained limit" that the Insured becomes legally obligated to pay as damages because of a claim made against the

All other terms and conditions remain unchanged.



Insured due to a wrongful act arising out of any actual or alleged negligent act, error or omission, misstatement or misleading statement committed by or on behalf of the Insured in the performance of his or her duties as a Director or Officer of any Condominium/Co-Operative owned or operated by the Named Insured. Such wrongful act must occur on or after the "pending or prior date" and prior to the end of the "policy period". This policy applies, only if a claim for damages covered by this policy is first made against you during the "policy period" or any applicable extended reporting period and reported to us in writing during the "policy period" or any applicable extended reporting period.

The amount we will pay for damages is limited as described in **Section III. LIMITS OF INSURANCE**. If any applicable law or statute prohibits or prevents us from paying damages covered by this policy on behalf of the Insured, then we will indemnify the Insured for those sums in excess of the "retained limit".

The following exclusions are added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. Exclusions** and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**:

Prior Knowledge

This policy does not provide coverage for any claim arising out of a wrongful act, fact, circumstance, event, situation or incident that was committed or occurred on or after the "pending or prior date" of which any director, officer, or the General Counsel of an Insured had actual or constructive knowledge of as of the "continuity date" shown in the Declarations if it was reasonably foreseeable that a claim may result.

Continuous or Related Acts

This policy does not provide coverage for any claim or circumstance alleging, or arising out the, same wrongful act or series of continuous, repeated or related wrongful act or alleging the same or similar facts, alleged or contained in any claim or circumstance which has been reported under any policy that predates this policy.

Pending or Prior Litigation

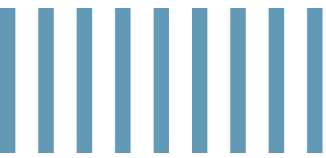
This policy does not apply to any claim based upon, arising out of, or directly or indirectly resulting from:

- (a) any civil, criminal or regulatory investigation, "suit" or proceeding made or initiated against any Insured on or prior to the "continuity date"; or
- (b) any fact, circumstance, situation, transaction, event, or wrongful act underlying or alleged in such investigation, "suit" or proceeding.

Professional Services

This policy does not provide coverage for any claim caused by or arising out of any act, error, omission, malpractice or mistake of a professional nature committed by the Insured or any person or organization that the Insured is legally responsible for. This exclusion applies even if the allegations

All other terms and conditions remain unchanged.



against the Insured are for negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of another party or organization by the Insured.

Condominium-Hotels

This policy does not provide coverage for any claim caused by or arising out of, directly or indirectly, in whole or in part, any allegation against the Insured in the performance of the Insured’s duties as a Director or Officer of any “condominium-hotel” owned or operated by the Named Insured.

Section V - CONDITIONS is amended to include the following additional conditions:

Automatic Extended Reporting Period

If this policy is cancelled or non-renewed by us or the Named Insured, then the Named Insured will have the right following the effective date of such cancellation or non-renewal to a period of thirty (30) days (herein referred to as the “Automatic Extended Reporting Period”) in which to give us written notice of claims first made against the Insured during the Automatic Extended Reporting Period for any wrongful act occurring prior to the end of the “policy period”, provided, however, that the claim would be otherwise covered by this policy.

No claim will be denied based upon the insured’s failure to provide notice within such specified time, unless this failure operates to prejudice the rights of the insurer, as per Missouri regulation 20 CSR 100-1.020.

The Automatic Extended Reporting Period will not apply to claims that are covered under any subsequent insurance purchased or obtained by the Insured for the Insured’s benefit, or that would be covered but for the exhaustion of the Limits of Insurance applicable to such claims or is within any applicable “retained amount”.

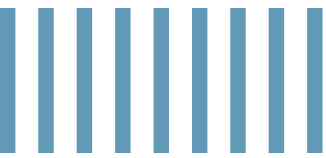
The Automatic Extended Reporting Period does not affect the applicable Limits of Insurance of this policy or extend the policy’s “policy period”.

Optional Extended Reporting Period

Upon cancellation or non-renewal of this policy by us or the Named Insured, the Named Insured will have the option, subject to payment of an additional premium of up to two hundred percent (200%) of the full annual premium, to a period of one (1) year following the effective date of such cancellation or non-renewal (herein referred to as the “Optional Extended Reporting Period”) in which to give us notice in writing of claims first made against you during the Optional Extended Reporting Period for any wrongful act occurring prior to the end of the “policy period” provided, however, that the claim would be otherwise covered by this policy.

The Named Insured has thirty (30) days to provide us with written notice of such election and the additional premium due, otherwise the Insured’s right to the Optional Extended Reporting Period terminates. The additional premium for the Optional Extended Reporting Period will be deemed fully earned at the inception of the Optional Extended Reporting Period. The Optional Extended Reporting Period cannot be cancelled. This clause and the rights contained herein will not apply to any cancellation resulting from non-payment of

All other terms and conditions remain unchanged.



premium. Our offer of renewal terms, conditions, limits of insurance or premiums different from those of the expiring policy will not constitute a nonrenewal.

The aggregate limit of insurance for any Extended Reporting Period will be part of, and not in a8/28/2024in such specified time, unless this failure operates to prejudice the rights of the insurer, as per Missouri regulation 20 CSR 100-1.020.

- a. If a claim is made or "suit" is brought against any Insured during the "policy period", you must notify us in writing prior to the end of the "policy period".

Written notice should be mailed, delivered, faxed or e-mailed to us at the address designated in the Declarations.

- b. You and any other involved Insured must:
 1. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 2. authorize us to obtain records and other information;
 3. cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
 4. assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the Insured because of injury or damage to which this insurance may also apply.
- c. No Insured will, except at that Insured's own cost, voluntarily make a payment, assume any obligation or incur any expense, without our consent.

Section V - DEFINITIONS is amended to include the following additional definitions:

1. "Condominium-hotel" means a hotel where some or all of the rooms have been legally transformed into condominium units which are sold and deeded to purchasers, where such units are available for the use of such individuals or their designees for part of the year, and available to be rented out to hotel guests for the remainder of the year.
2. "Pending or prior date" means the earlier of:
 1. the inception date shown in Item 2. of the Declarations; or
 2. the date you first purchased a policy of insurance, with a minimum excess limit of liability of ten million dollars (\$10,000,000), that had the same pending or prior date of the applicable primary policy, provided that there is evidence of such coverage.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDOMINIUM/CO-OPERATIVE DIRECTORS AND OFFICERS LIABILITY CLAIMS-MADE COVERAGE – OHIO

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

NOTICE: THIS ENDORSEMENT PROVIDES COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS. EXCEPT TO THE EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OF THIS INSURANCE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST AN INSURED DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED TO US IN WRITING IN ACCORDANCE WITH SECTION IV.3 OF THE CONDITIONS.

In the event that the schedule of "underlying insurance" provides coverage on a claims-made and reported basis for a wrongful act arising out of any actual or alleged negligent act, error or omission, misstatement or misleading statement committed by or on behalf of the Insured in the performance of his or her duties as a Director or Officer of any Condominium/Co-Operative owned or operated by the Named Insured, it is agreed that:

1. coverage under this endorsement applies only to the extent that such wrongful act coverage is provided by a scheduled "underlying insurance" claims-made and reported policy. In no event shall coverage afforded under this endorsement be broader than such scheduled "underlying insurance";
2. this claims-made and reported wrongful act coverage shall follow the terms, definitions, conditions and exclusions of such scheduled "underlying insurance", subject to the policy period, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. If any provisions of such scheduled "underlying insurance" conflicts with any provisions of this policy, the provisions of this policy will prevail; and
3. this policy is amended as follows:

The **DECLARATIONS** is amended by addition of the following:

1. PENDING OR PRIOR DATE(S): See "pending or prior date" definition below

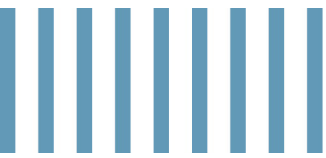
2. CONTINUITY DATE(S): 11/01/2023

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is deleted in its entirety and replaced with the following:

I. INSURING AGREEMENT – COMMERCIAL UMBRELLA LIABILITY

We will pay on behalf of the Insured those sums in excess of the "retained limit" that the Insured becomes legally obligated to pay as damages because of a claim made against the Insured due to a wrongful act arising out of any actual or alleged negligent act, error or

All other terms and conditions remain unchanged.



omission, misstatement or misleading statement committed by or on behalf of the Insured in the performance of his or her duties as a Director or Officer of any Condominium/Co-Operative owned or operated by the Named Insured. Such wrongful act must occur on or after the "pending or prior date" and prior to the end of the policy period. This policy applies, only if a claim for damages covered by this policy is first made against you during the policy period or any applicable extended reporting period and reported to us in writing during the policy period or any applicable extended reporting period.

The amount we will pay for damages is limited as described in **Section III. LIMITS OF INSURANCE**. If any applicable law or statute prohibits or prevents us from paying damages covered by this policy on behalf of the Insured, then we will indemnify the Insured for those sums in excess of the "retained limit". Provided however, that this shall not apply to punitive, exemplary and multiplied damages awarded in a judgment or "suit" against an insured by a court of competent jurisdiction when applying the law of the State of Ohio.

The following exclusions are added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. Exclusions** and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**:

Prior Knowledge

This policy does not provide coverage for any claim arising out of a wrongful act, fact, circumstance, event, situation or incident that was committed or occurred on or after the "pending or prior date" of which any director, officer, or the General Counsel of an Insured had actual or constructive knowledge of as of the "continuity date" shown in the Declarations if it was reasonably foreseeable that a claim may result.

Continuous or Related Acts

This policy does not provide coverage for any claim or circumstance alleging, or arising out the, same wrongful act or series of continuous, repeated or related wrongful act or alleging the same or similar facts, alleged or contained in any claim or circumstance which has been reported under any policy that predates this policy.

Pending or Prior Litigation

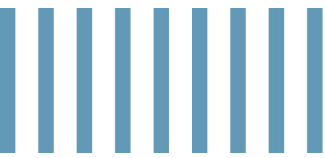
This policy does not apply to any claim based upon, arising out of, or directly or indirectly resulting from:

- (a) any civil, criminal or regulatory investigation, "suit" or proceeding made or initiated against any Insured on or prior to the "continuity date"; or
- (b) any fact, circumstance, situation, transaction, event, or wrongful act underlying or alleged in such investigation, "suit" or proceeding.

Professional Services

This policy does not provide coverage for any claim caused by or arising out of any act, error, omission, malpractice or mistake of a professional nature committed by the Insured or any person or organization that the Insured is legally responsible for. This exclusion applies even if the allegations

All other terms and conditions remain unchanged.



against the Insured are for negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of another party or organization by the Insured.

Condominium-Hotels

This policy does not provide coverage for any claim caused by or arising out of, directly or indirectly, in whole or in part, any allegation against the Insured in the performance of the Insured's duties as a Director or Officer of any "condominium-hotel" owned or operated by the Named Insured.

Section V - CONDITIONS is amended to include the following additional conditions:

Automatic Extended Reporting Period

If this policy is cancelled or non-renewed by us or the Named Insured, then the Named Insured will have the right following the effective date of such cancellation or non-renewal to a period of thirty (30) days (herein referred to as the "Automatic Extended Reporting Period") in which to give us written notice of claims first made against the Insured during the Automatic Extended Reporting Period for any wrongful act occurring prior to the end of the policy period, provided, however, that the claim would be otherwise covered by this policy.

The Automatic Extended Reporting Period will not apply to claims that are covered under any subsequent insurance purchased or obtained by the Insured for the Insured's benefit, or that would be covered but for the exhaustion of the Limits of Insurance applicable to such claims or is within any applicable "retained amount".

The Automatic Extended Reporting Period does not affect the applicable Limits of Insurance of this policy or extend the policy's policy period.

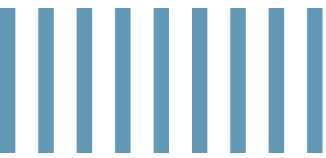
Optional Extended Reporting Period

Upon cancellation or non-renewal of this policy by us or the Named Insured, the Named Insured will have the option, subject to payment of an additional premium of two hundred percent (200%) of the full annual premium, to a period of one (1) year following the effective date of such cancellation or non-renewal (herein referred to as the "Optional Extended Reporting Period") in which to give us notice in writing of claims first made against you during the Optional Extended Reporting Period for any wrongful act occurring prior to the end of the policy period provided, however, that the claim would be otherwise covered by this policy.

The Named Insured has thirty (30) days to provide us with written notice of such election and the additional premium due, otherwise the Insured's right to the Optional Extended Reporting Period terminates. The additional premium for the Optional Extended Reporting Period will be deemed fully earned at the inception of the Optional Extended Reporting Period. The Optional Extended Reporting Period cannot be cancelled. This clause and the rights contained herein will not apply to any cancellation resulting from non-payment of premium. Our offer of renewal terms, conditions, limits of insurance or premiums different from those of the expiring policy will not constitute a nonrenewal.

The aggregate limit of insurance for any Extended Reporting Period will be part of, and not

All other terms and conditions remain unchanged.



In addition to, the Aggregate Limit of Insurance for the policy period.

The Automatic Extended Reporting Period does not affect the applicable Limits of Insurance of this policy or extend the policy's policy period.

The purchase of an Optional Extended Reporting Period by the Named Insured will prevent the Automatic Extended Reporting Period from applying.

For the purposes of this endorsement, **Section IV - CONDITIONS**, paragraph **3. Duties in the Event of an Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced with the following:

3. Duties in the Event of an Occurrence, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of a wrongful act that is reasonably likely to result in a claim or "suit" under this policy. To the extent possible, notice should include:
 - 1. how, when and where the wrongful act took place;
 - 2. the names and addresses of any injured persons and any witnesses; and
 - 3. the nature and location of any injury or damage arising out of the wrongful act.

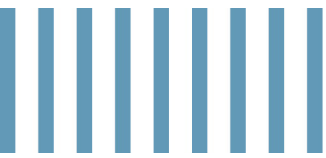
Any claim which is made in writing against any Insured in regard to such wrongful act shall be deemed to have been first made during this policy period if notice of the wrongful act is reported to us within fifteen (15) days of the end of this policy period and the claim or notice of claim for such wrongful act is reported to us within three (3) years after the end of this policy period.

- b. If a claim is made or "suit" is brought against any Insured during the policy period, you must notify us in writing prior to the end of the policy period.

Written notice should be mailed, delivered, faxed or e-mailed to us at the address designated in the Declarations.

- c. You and any other involved Insured must:
 - 1. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - 2. authorize us to obtain records and other information;
 - 3. cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
 - 4. assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the Insured because of injury or damage to which this insurance may also apply.

All other terms and conditions remain unchanged.

- 
- d. No Insured will, except at that Insured's own cost, voluntarily make a payment, assume any obligation or incur any expense, without our consent.

Section V - DEFINITIONS is amended to include the following additional definitions:

- 1. "Condominium-hotel" means a hotel where some or all of the rooms have been legally transformed into condominium units which are sold and deeded to purchasers, where such units are available for the use of such individuals or their designees for part of the year, and available to be rented out to hotel guests for the remainder of the year.
- 2. "Continuity date" means the date in which coverage was first purchased with us.
- 3. "Pending or prior date" means the earlier of:
 - 1. the inception date shown in Item 2. of the Declarations; or
 - 2. the date you first purchased a policy of insurance, with a minimum excess limit of liability of ten million dollars (\$10,000,000), that had the same pending or prior date of the applicable primary policy, provided that there is evidence of such coverage.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDOMINIUM/CO-OPERATIVE DIRECTORS AND OFFICERS LIABILITY CLAIMS-MADE COVERAGE

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

NOTICE: THIS ENDORSEMENT PROVIDES COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS. EXCEPT TO THE EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OF THIS INSURANCE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST AN INSURED DURING THE "POLICY PERIOD" OR ANY APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED TO US IN WRITING IN ACCORDANCE WITH SECTION IV.3 OF THE CONDITIONS.

In the event that the schedule of "underlying insurance" provides coverage on a claims-made and reported basis for a wrongful act arising out of any actual or alleged negligent act, error or omission, misstatement or misleading statement committed by or on behalf of the Insured in the performance of his or her duties as a Director or Officer of any Condominium/Co-Operative owned or operated by the Named Insured, it is agreed that:

1. Coverage under this endorsement applies only to the extent that such wrongful act coverage is provided by a scheduled "underlying insurance" claims-made and reported policy. In no event shall coverage afforded under this endorsement be broader than such scheduled "underlying insurance";
2. This claims-made and reported wrongful act coverage shall follow the terms, definitions, conditions and exclusions of such scheduled "underlying insurance", subject to the "policy period", Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. If any provisions of such scheduled "underlying insurance" conflicts with any provisions of this policy, the provisions of this policy will prevail; and
3. This policy is amended as follows:
 - A. The **DECLARATIONS** is amended by addition of the following:

1. PENDING OR PRIOR DATE(S): See "pending or prior date" definition below

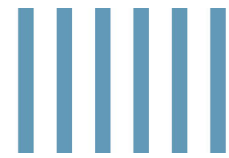
2. CONTINUITY DATE(S): 11/01/2023

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is deleted in its entirety and replaced with the following:

I. INSURING AGREEMENT – COMMERCIAL UMBRELLA LIABILITY

We will pay on behalf of the Insured those sums in excess of the "retained limit" that the Insured becomes legally obligated to pay as damages because of a claim made against the Insured due to a wrongful act arising out of any actual or alleged negligent act, error or omission, misstatement or misleading statement committed by or on behalf

All other terms and conditions remain unchanged.



of the Insured in the performance of his or her duties as a Director or Officer of any Condominium/Co-Operative owned or operated by the Named Insured. Such wrongful act must occur on or after the “pending or prior date” and prior to the end of the “policy period”. This policy applies, only if a claim for damages covered by this policy is first made against you during the “policy period” or any applicable extended reporting period and reported to us in writing during the “policy period” or any applicable extended reporting period.

The amount we will pay for damages is limited as described in **Section III. LIMITS OF INSURANCE**. If any applicable law or statute prohibits or prevents us from paying damages covered by this policy on behalf of the Insured, then we will indemnify the Insured for those sums in excess of the “retained limit”.

B. The following exclusions are added to SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, paragraph 2. Exclusions and SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, paragraph 2. Exclusions:

Prior Knowledge

This policy does not provide coverage for any claim arising out of a wrongful act, fact, circumstance, event, situation or incident that was committed or occurred on or after the “pending or prior date” of which any director, officer, or the General Counsel of an Insured had actual or constructive knowledge of as of the “continuity date” shown in the Declarations if it was reasonably foreseeable that a claim may result.

Continuous or Related Acts

This policy does not provide coverage for any claim or circumstance alleging, or arising out the, same wrongful act or series of continuous, repeated or related wrongful act or alleging the same or similar facts, alleged or contained in any claim or circumstance which has been reported under any policy that predates this policy.

Pending or Prior Litigation

This policy does not apply to any claim based upon, arising out of, or directly or indirectly resulting from:

- (a)** any civil, criminal or regulatory investigation, “suit” or proceeding made or initiated against any Insured on or prior to the “continuity date”; or
- (b)** any fact, circumstance, situation, transaction, event, or wrongful act underlying or alleged in such investigation, “suit” or proceeding.

Professional Services

This policy does not provide coverage for any claim caused by or arising out of any act, error, omission, malpractice or mistake of a professional nature committed by the Insured or any person or organization that the Insured is legally responsible for. This exclusion applies even if the allegations against the Insured are for negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of another party or organization by the Insured.

Condominium-Hotels

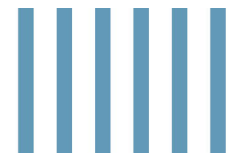
This policy does not provide coverage for any claim caused by or arising out of, directly or indirectly, in whole or in part, any allegation against the Insured in the performance of the Insured’s duties as a Director or Officer of any “condominium-hotel” owned or operated by the Named Insured.

C. Section V - CONDITIONS is amended to include the following additional conditions:

Automatic Extended Reporting Period

Upon termination or non-renewed by us or the Named Insured for any reason, including non-payment of premium,

All other terms and conditions remain unchanged.



an Automatic Extended Reporting period of sixty (60) days will be provided at no charge.

This applies only to claims first made against the Insured during the Automatic Extended Reporting Period, for any wrongful act occurring prior to the end of the "policy period", provided, however, that the claim would be otherwise covered by this policy.

The Automatic Extended Reporting Period will not apply to claims that are covered under any subsequent insurance purchased or obtained by the Insured for the Insured's benefit, or that would be covered but for the exhaustion of the Limits of Insurance applicable to such claims or is within any applicable "retained amount".

The Automatic Extended Reporting Period does not affect the applicable Limits of Insurance of this policy or extend the policy's "policy period".

Optional Extended Reporting Period

Upon termination or non-renewal of this policy by us or the Named Insured for any reason, including non-payment of premium, an Optional Extended Reporting Period is available but only for an additional charge. The additional premium will not exceed two hundred percent (200%) of the full annual premium, and will last for a period of twelve (12) months following the end of the Automatic Extended Reporting Period.

This applies only to claims first made against the Insured during the Optional Extended Reporting Period, for any wrongful act occurring prior to the end of the "policy period" provided, however, that the claim would be otherwise covered by this policy.

The Named Insured has sixty (60) days from the effective date of such cancellation or non-renewal to provide us with written notice of such election and pay the additional premium due, otherwise the Insured's right to the Optional Extended Reporting Period terminates. The additional premium for the Optional Extended Reporting Period will be deemed fully earned as of the date it was purchased. The Optional Extended Reporting Period cannot be cancelled. Our offer of renewal terms, conditions, limits of insurance or premiums different from those of the expiring policy will not constitute a nonrenewal.

The aggregate limit of insurance for any Extended Reporting Period will be part of, and not in addition to, the Aggregate Limit of Insurance for the "policy period".

The Optional Extended Reporting Period does not affect the applicable Limits of Insurance of this policy or extend the policy's "policy period".

The Optional Extended Reporting Period, if it becomes effective, shall begin after the Automatic Extended Reporting Period ends.

Neither the Automatic or Optional Extended Reporting Period will be used to sub-limit coverage.

If policy premium is owed, any premium paid for the Optional Extended Reporting Period will apply first toward the amount owed on the **Policy**, and the Optional Extended Reporting Period will not take effect until all sums due to the **Insurer** for the **Policy** are paid in full and the Optional Reporting Period premium is paid promptly when due.

- D.** For the purposes of this endorsement, **Section IV - CONDITIONS**, paragraph **3. Duties in the Event of an Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced with the following:

3. Duties in the Event of an Occurrence, Claim or Suit

- a.** You must see to it that we are notified as soon as practicable of a wrongful act that is reasonably likely to

All other terms and conditions remain unchanged.



result in a claim or "suit" under this policy. To the extent possible, notice should include:

1. how, when and where the wrongful act took place;
 2. the names and addresses of any injured persons and any witnesses; and
 3. the nature and location of any injury or damage arising out of the wrongful act.
- b. If a claim is made or "suit" is brought against any Insured during the "policy period", you must notify us in writing prior to the end of the "policy period" or any applicable extended reporting period.

Written notice should be mailed, delivered, faxed or e-mailed to us at the address designated in the Declarations.

- c. You and any other involved Insured must:
1. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 2. authorize us to obtain records and other information;
 3. cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
 4. assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the Insured because of injury or damage to which this insurance may also apply.
- d. No Insured will, except at that Insured's own cost, voluntarily make a payment, assume any obligation or incur any expense, without our consent.

E. Section V - DEFINITIONS is amended to include the following additional definitions:

1. "Condominium-hotel" means a hotel where some or all of the rooms have been legally transformed into condominium units which are sold and deeded to purchasers, where such units are available for the use of such individuals or their designees for part of the year, and available to be rented out to hotel guests for the remainder of the year.
2. "Pending or prior date" means the earlier of:
 - a. the inception date shown in Item 2. of the Declarations; or
 - b. the date you first purchased a policy of insurance, with a minimum excess limit of liability of ten million dollars (\$10,000,000), that had the same pending or prior date of the applicable primary policy, provided that there is evidence of such coverage.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDOMINIUM/CO-OPERATIVE DIRECTORS AND OFFICERS LIABILITY CLAIMS-MADE COVERAGE – SOUTH DAKOTA

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

NOTICE: THIS ENDORSEMENT PROVIDES COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS. EXCEPT TO THE EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OF THIS INSURANCE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST AN INSURED DURING THE "POLICY PERIOD" OR ANY APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED TO US IN WRITING IN ACCORDANCE WITH SECTION IV.3 OF THE CONDITIONS.

In the event that the schedule of "underlying insurance" provides coverage on a claims-made and reported basis for a wrongful act arising out of any actual or alleged negligent act, error or omission, misstatement or misleading statement committed by or on behalf of the Insured in the performance of his or her duties as a Director or Officer of any Condominium/Co-Operative owned or operated by the Named Insured, it is agreed that:

1. coverage under this endorsement applies only to the extent that such wrongful act coverage is provided by a scheduled "underlying insurance" claims-made and reported policy. In no event shall coverage afforded under this endorsement be broader than such scheduled "underlying insurance";
2. this claims-made and reported wrongful act coverage shall follow the terms, definitions, conditions and exclusions of such scheduled "underlying insurance", subject to the "policy period", Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. If any provisions of such scheduled "underlying insurance" conflicts with any provisions of this policy, the provisions of this policy will prevail; and
3. this policy is amended as follows:

The **DECLARATIONS** is amended by addition of the following:

1. PENDING OR PRIOR DATE(S): See "pending or prior date" definition below

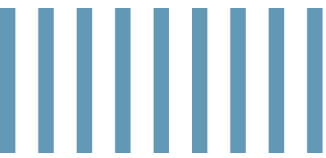
2. CONTINUITY DATE(S): 11/01/2023

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is deleted in its entirety and replaced with the following:

I. INSURING AGREEMENT – COMMERCIAL UMBRELLA LIABILITY

We will pay on behalf of the Insured those sums in excess of the "retained limit" that the Insured becomes legally obligated to pay as damages because of a claim made against the Insured due to a wrongful act arising out of any actual or alleged negligent act, error or omission, misstatement or

All other terms and conditions remain unchanged.



misleading statement committed by or on behalf of the Insured in the performance of his or her duties as a Director or Officer of any Condominium/Co-Operative owned or operated by the Named Insured. Such wrongful act must occur on or after the “pending or prior date” and prior to the end of the “policy period”. This policy applies, only if a claim for damages covered by this policy is first made against you during the “policy period” or any applicable extended reporting period and reported to us in writing during the “policy period” or any applicable extended reporting period.

The amount we will pay for damages is limited as described in **Section III. LIMITS OF INSURANCE**. If any applicable law or statute prohibits or prevents us from paying damages covered by this policy on behalf of the Insured, then we will indemnify the Insured for those sums in excess of the “retained limit”.

The following exclusions are added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. Exclusions** and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**:

Prior Knowledge

This policy does not provide coverage for any claim arising out of a wrongful act, fact, circumstance, event, situation or incident that was committed or occurred on or after the “pending or prior date” of which any director, officer, or the General Counsel of an Insured had actual or constructive knowledge of as of the “continuity date” shown in the Declarations if it was reasonably foreseeable that a claim may result.

Continuous or Related Acts

This policy does not provide coverage for any claim or circumstance alleging, or arising out the, same wrongful act or series of continuous, repeated or related wrongful act or alleging the same or similar facts, alleged or contained in any claim or circumstance which has been reported under any policy that predates this policy.

Pending or Prior Litigation

This policy does not apply to any claim based upon, arising out of, or directly or indirectly resulting from:

- (a) any civil, criminal or regulatory investigation, “suit” or proceeding made or initiated against any Insured on or prior to the “continuity date”; or
- (b) any fact, circumstance, situation, transaction, event, or wrongful act underlying or alleged in such investigation, “suit” or proceeding.

Professional Services

This policy does not provide coverage for any claim caused by or arising out of any act, error, omission, malpractice or mistake of a professional nature committed by the Insured or any person or organization that the Insured is legally responsible for. This exclusion applies even if the allegations against the Insured are for negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of another party or organization by the Insured.

All other terms and conditions remain unchanged.



Condominium-Hotels

This policy does not provide coverage for any claim caused by or arising out of, directly or indirectly, in whole or in part, any allegation against the Insured in the performance of the Insured's duties as a Director or Officer of any "condominium-hotel" owned or operated by the Named Insured.

Section V - CONDITIONS is amended to include the following additional conditions:

Automatic Extended Reporting Period

If this policy is cancelled or non-renewed by us or the Named Insured, then the Named Insured will have the right following the effective date of such cancellation or non-renewal to a period of sixty (60) days (herein referred to as the "Automatic Extended Reporting Period") at no additional charge in which to give us written notice of claims first made against the Insured during the Automatic Extended Reporting Period for any wrongful act occurring prior to the end of the "policy period", provided, however, that the claim would be otherwise covered by this policy.

The Automatic Extended Reporting Period will not apply to claims that are covered under any subsequent insurance purchased or obtained by the Insured for the Insured's benefit, or that would be covered but for the exhaustion of the Limits of Insurance applicable to such claims or is within any applicable "retained amount".

The Automatic Extended Reporting Period does not affect the applicable Limits of Insurance of this policy or extend the policy's "policy period".

Optional Extended Reporting Period

Upon cancellation or non-renewal of this policy by us or the Named Insured, the Named Insured will have the option, subject to payment of an additional premium of up to two hundred percent (200%) of the full annual premium based on the assigned Hazard grade for the policy, for a period of one (1) or three (3) years following the effective date of such cancellation or non-renewal (herein referred to as the "Optional Extended Reporting Period") in which to give us notice in writing of claims first made against you during the Optional Extended Reporting Period for any wrongful act occurring prior to the end of the "policy period" provided, however, that the claim would be otherwise covered by this policy.

The Named Insured has sixty (60) days to provide us with written notice of such election and the additional premium due, otherwise the Insured's right to the Optional Extended Reporting Period terminates. The additional premium for the Optional Extended Reporting Period will be deemed fully earned at the inception of the Optional Extended Reporting Period. The Optional Extended Reporting Period cannot be cancelled. This clause and the rights contained herein will not apply to any cancellation resulting from non-payment of premium. Our offer of renewal terms, conditions, limits of insurance or premiums different from those of the expiring policy will not constitute a nonrenewal.

The aggregate limit of insurance for any Extended Reporting Period will be part of, and not In addition to, the Aggregate Limit of Insurance for the "policy period".

The Automatic Extended Reporting Period does not affect the applicable Limits of Insurance of this policy or extend the policy's "policy period".

The purchase of an Optional Extended Reporting Period by the Named Insured will prevent the

All other terms and conditions remain unchanged.



Automatic Extended Reporting Period from applying.

For the purposes of this endorsement, **Section IV - CONDITIONS**, paragraph **3. Duties in the Event of an Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced with the following:

3. Duties in the Event of an Occurrence, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of a wrongful act that is reasonably likely to result in a claim or "suit" under this policy. To the extent possible, notice should include:
 - 1. how, when and where the wrongful act took place;
 - 2. the names and addresses of any injured persons and any witnesses; and
 - 3. the nature and location of any injury or damage arising out of the wrongful act.

Any claim which is made in writing against any Insured in regard to such wrongful act shall be deemed to have been first made during this "policy period" if notice of the wrongful act is reported to us within fifteen (15) days of the end of this "policy period" and the claim or notice of claim for such wrongful act is reported to us within three (3) years after the end of this "policy period".

- b. If a claim is made or "suit" is brought against any Insured during the "policy period", you must notify us in writing prior to the end of the "policy period".

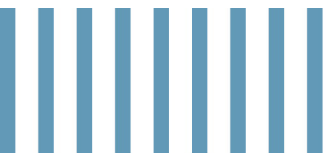
Written notice should be mailed, delivered, faxed or e-mailed to us at the address designated in the Declarations.

- c. You and any other involved Insured must:
 - 1. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - 2. authorize us to obtain records and other information;
 - 3. cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
 - 4. assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the Insured because of injury or damage to which this insurance may also apply.
- d. No Insured will, except at that Insured's own cost, voluntarily make a payment, assume any obligation or incur any expense, without our consent.

Section V - DEFINITIONS is amended to include the following additional definitions:

- 1. "Condominium-hotel" means a hotel where some or all of the rooms have been legally transformed into condominium units which are sold and deeded to purchasers, where such

All other terms and conditions remain unchanged.



units are available for the use of such individuals or their designees for part of the year, and available to be rented out to hotel guests for the remainder of the year.

2. "Pending or prior date" means the earlier of:
 1. the inception date shown in Item 2. of the Declarations; or
 2. the date you first purchased a policy of insurance, with a minimum excess limit of liability of ten million dollars (\$10,000,000), that had the same pending or prior date of the applicable primary policy, provided that there is evidence of such coverage.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY LIMITATION CLAIMS MADE VERSION

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

NOTICE: THIS ENDORSEMENT PROVIDES COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS. EXCEPT TO THE EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OF THIS INSURANCE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST AN INSURED DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED TO US IN WRITING IN ACCORDANCE WITH SECTION IV.3 OF THE CONDITIONS.

If the insurance provided in the schedule of "underlying insurance" provides employee benefits liability coverage on a claims made basis, this policy is amended as follows:

- A. The **COMMERCIAL LIABILITY UMBRELLA DECLARATIONS** is amended to include the following:

RETROACTIVE DATE: 11/01/2024

- B. The following exclusion is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. Exclusions**; and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**:

Employee Benefits Liability

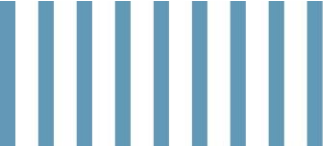
This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" based upon or arising out of, in whole or in part, either directly or indirectly, any actual or alleged "administration" of an "employee benefit program".

However, this exclusion will not apply only if and to the extent that coverage for such liability is provided in the schedule of "underlying insurance".

Only as it pertains to this endorsement, this policy will provide coverage for a "claim" made against the Insured during the "policy period":

1. If the insurance provided by the schedule of "underlying insurance" provides coverage for "occurrences" occurring on or after a specified "retroactive date" for a "claim" for damages because of "bodily injury", "property damage", or "personal and advertising injury" first made in writing against any Insured in accordance with Paragraph 2. below during the "policy period" or any applicable extended reporting period and written notice is received by us during the "policy period" or any applicable extended reporting period.

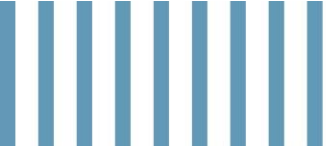
All other terms and conditions remain unchanged.



2. A "claim" by any person or organization seeking damages will be deemed to have been made at the earlier of the following times:
 - a. When notice of such "claim" is received and recorded by any Insured in writing and reported to us during the "policy period" or any applicable extended reporting period; or
 - b. When we make settlement in accordance with Paragraph 1. above.
- C. For the purposes of this endorsement only, the following definitions are added to **SECTION V – DEFINITIONS**:
 1. "Claim" means any written demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for compensatory damages as the result of an act, error or omission.
 2. "Administration" means:
 - a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
 - b. Handling records in connection with the "employee benefit program"; or
 - c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

Provided however that, "administration" does not include handling payroll deductions.
 3. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired.
 4. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a cafeteria plan or otherwise:
 - a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - d. Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985), and including any amendment or revisions thereto, or any similar common or statutory law of the United States, Canada or any state or jurisdiction anywhere in the world to which a plan is subject;

All other terms and conditions remain unchanged.



- e. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
- f. Any other similar benefits.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GARAGE KEEPERS LEGAL LIABILITY

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

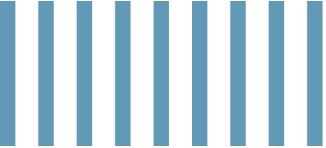
In consideration of the premium charged, the Policy is amended as follows:

- A. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. Exclusions, subparagraph m.(4) Damage To Property** is amended by addition of the followings:

Except that Subparagraph (4) of this exclusion shall not apply to any liability arising out of "property damage" to an "auto" only if the "auto" is on the Insured's premises or in the Insured's care, custody or control if such coverage is provided by the schedule of "underlying insurance". If provided for in the schedule of "underlying insurance", coverage under this policy for such "property damage" will follow the terms, definitions, conditions and exclusions of the schedule of "underlying insurance", subject to the "policy period", Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. However, coverage provided by this policy will be no broader than the coverage provided in the schedule of "underlying insurance".

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

See the applicable Schedule of Underlying Insurance applicable at the inception of this "policy period" for member(s) of Paramount Real Estate Group, Inc.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY LIMITATION OCCURRENCE VERSION

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

If the insurance provided by the schedule of "underlying insurance" provides employee benefits liability coverage on an occurrence basis, this policy is amended as follows:

- A. The following exclusion is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. Exclusions**; and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**:

Employee Benefits Liability

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" based upon or arising out of, in whole or in part, either directly or indirectly, any actual or alleged "administration" of an "employee benefit program".

However, this exclusion will not apply only if and to the extent that coverage for such liability is provided in the schedule of "underlying insurance".

Coverage under this policy for such liability will follow the terms, definitions, conditions and exclusions of the schedule of "underlying insurance", subject to the "policy period", Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by the schedule of "underlying insurance".

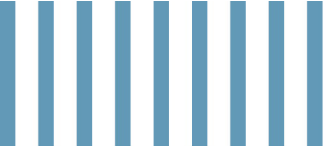
- B. For the purposes of this endorsement only, the following definitions are added to **SECTION V – DEFINITIONS**:

1. "Administration" means:
 - a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
 - b. Handling records in connection with the "employee benefit program"; or
 - c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

Provided however that, "administration" does not include handling payroll deductions.

2. "Employee" means a person actively employed, formerly employed, on leave of absence

All other terms and conditions remain unchanged.



or disabled, or retired.

3. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a cafeteria plan or otherwise:
 - a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - d. Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985), and including any amendment or revisions thereto, or any similar common or statutory law of the United States, Canada or any state or jurisdiction anywhere in the world to which a plan is subject;
 - e. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - f. Any other similar benefits.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – HUMAN TRAFFICKING (WITH LIMITATIONS)

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

- A. The following exclusion is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. Exclusions**; and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**:

Human Trafficking

This policy does not provide coverage for any “bodily injury”, “property damage” or “personal and advertising injury” or any liability, “loss”, claim, “suit”, injury, demand, damage, cost or expense caused by, relating to, resulting from, or arising out of, directly or indirectly, or in whole or in part, any one or more of the following:

1. any actual, threatened or alleged:
 - a. “human trafficking”;
 - b. “sex trafficking”;
 - c. “labor trafficking”; or
 - d. “commercial sexual exploitation of children”
2. any act, error, omission, or failure to act, in connection with the prevention, suppression, investigation, deterrence, or reporting of any actual, threatened, or alleged “human trafficking”, “sex trafficking”, “labor trafficking”, or “commercial sexual exploitation of children”; or
3. any act, error, omission, or failure to act, that is prohibited by, in violation of, or for which penalties are provided for within the Victims of Trafficking and Violence Protection Act of 2000, including any amendments or additions thereto, or any other federal, state or local law, statute, ordinance or regulation, including any amendments of or additions thereto, that relate, directly or indirectly, in whole or in part, to “human trafficking”, “sex trafficking”, “labor trafficking”, or “commercial sexual exploitation of children”.

However, to the extent the schedule of “underlying insurance” applies, this exclusion will not apply only if, at the time of “loss” or injury, all of the following four (4) conditions are satisfied:

All other terms and conditions remain unchanged.

- a) the owner(s), manager(s), officer(s) and/or director(s) were not aware of any "human trafficking", "sex trafficking", "labor trafficking", or "commercial sexual exploitation of children" occurring on the premises;
- b) a formal training program was in place for all "employees" regarding "human trafficking", "sex trafficking", "labor trafficking", or "commercial sexual exploitation of children";
- c) written procedures were in place for what "employees" should do in response to, and how to report, suspected or observed "human trafficking", "sex trafficking", "labor trafficking", or "commercial sexual exploitation of children"; and
- d) training and written procedures regarding "human trafficking", "sex trafficking", "labor trafficking", or "commercial sexual exploitation of children" were reviewed annually by management with all "employees".

Conditions b), c), and d) above only apply to "insureds" that own or manage hotel or motel operations; or any other residential apartment or condominium unit that is used as a "short-term rental property".

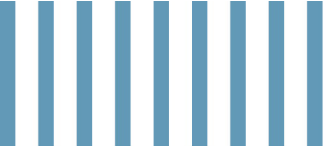
It is expressly understood and agreed that it is the "insured's" burden to establish that Conditions a), b), c), and d) above are satisfied.

It is also expressly understood and agreed that coverage provided by this policy, including this endorsement, will not be broader than the coverage provided in the schedule of "underlying insurance."

B. For the purposes of this endorsement only, the following definitions are added to **SECTION V – DEFINITIONS:**

1. "Coercion" means the use of express or implied threats of violence, serious harm to, or physical restraint against any person or other intimidating behavior that puts a person in immediate fear of the consequences in order to compel that person to act against his or her will; any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in violence, serious harm to, or physical restraint against any person; or the abuse or threatened abuse of the legal process.
2. "Commercial sex act" means any sex act on account of which anything of value, or the promise of anything of value, is given to or received by any person.
3. "Commercial sexual exploitation of children" means sexual abuse where anything of value, or the promise of anything of value, is made to the child or a third person(s). This includes, but is not limited to, prostitution, pornography, stripping, erotic/nude massage, phone sex lines, escort services, internet-based exploitation, sex tourism, and other forms of "human trafficking" or "sex trafficking".
4. "Human trafficking" means the recruitment, enticement, harboring, transporting, providing, obtaining, maintaining, advertising, patronizing, or soliciting of a person, whether or not through the use of force, fraud, or "coercion", for the purpose of labor, sexual or other exploitation. Exploitation of a minor for commercial sex or labor is "human trafficking", regardless of whether any form of force, fraud or "coercion" was used.

All other terms and conditions remain unchanged.

- 
5. "Labor trafficking" means the recruitment, enticement, harboring, provision, transporting, providing, obtaining, maintaining, advertising, patronizing, or soliciting of a person for labor or services, whether or not through the use of force, fraud, or "coercion", for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 6. "Sex trafficking" means the recruitment, enticement, harboring, provision, transporting, providing, obtaining, maintaining, advertising, patronizing, or soliciting of a person, whether or not through the use of force, fraud, or "coercion", for the purpose of engaging in a "commercial sex act".
 7. "Short-term rental property" means the rental of an apartment or condominium unit to a third-party for a period of less than twenty-eight (28) consecutive days.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COVERAGE ENHANCEMENT
(PROGRAM VERSION – RISK PURCHASING GROUP)**

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

A. **SECTION III – LIMITS OF INSURANCE** is amended to include the following provisions:

1. The Aggregate Limit of Insurance listed in **Item 4.** of the Declarations shall apply separately to each member of a Risk Purchasing Group insured under this policy.
2. In regard to “bodily injury” and “property damage” only, the General Aggregate Limit of Insurance shown in Item 3B. of the Declarations applies separately to each location for which coverage applies under this policy only to the extent:
 - a. “underlying insurance” purchased by a member also provides a separate Limit of Insurance for such location(s); and
 - b. “underlying insurance” purchased by a member does not provide a general aggregate policy cap.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COVERAGE ENHANCEMENT
(PROGRAM VERSION – RISK PURCHASING GROUP) – OHIO**

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

- A. **SECTION III – LIMITS OF INSURANCE** is amended to include the following provisions:
1. The Aggregate Limit of Insurance listed in Item 4. of the Declarations shall apply separately to each member of a Risk Purchasing Group insured under this policy.
 2. In regard to “bodily injury”, “property damage”, and “personal and advertising injury”, the Aggregate Limit of Insurance shown in Item 4. of the Declarations applies separately to each location for which coverage applies under this policy only to the extent:
 - a. “underlying insurance” purchased by a member also provides a separate Limit of Insurance for such location(s); and
 - b. “underlying insurance” purchased by a member does not provide an aggregate policy cap.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXPENSES IN ADDITION TO LIMITS OF INSURANCE

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

The following is added to **SECTION III – LIMITS OF INSURANCE**:

Expenses incurred to defend any "suit" or to investigate any claim or "occurrence" will be in addition to the applicable Limits of Insurance of this policy. However, if such expenses reduce the applicable limits of "underlying insurance", then such expenses will reduce the applicable Limits of Insurance of this policy.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITS OF INSURANCE AMENDMENT

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

A. **SECTION III – LIMITS OF INSURANCE**, Paragraph **2.**, Aggregate Limit, is deleted in its entirety and replaced by the following:

2. The General Aggregate Limit is the most we will pay for all damages covered under this policy, except for:

- a. damages included in the "products-completed operations hazard"; and
- b. damages because of "bodily injury" or "property damage" to which this policy applies, caused by an "occurrence" and resulting from the ownership, maintenance or use of an "auto".

B. **SECTION III – LIMITS OF INSURANCE** is amended to include the following provisions:

1. If the applicable "retained limit(s)" listed in the schedule of "retained limits" are reduced or exhausted by the payment of "loss" to which this policy applies, we will:
 - a. In the event of reduction, pay in excess of the reduced underlying "retained limits"; or
 - b. In the event of exhaustion of the underlying "retained limits" continue in force as underlying insurance.
2. We will not make any payment under this policy unless and until the total applicable "retained limit(s)" have been exhausted by the payment of "loss" to which this policy applies and any applicable "other insurance" has been exhausted by the payment of "loss".

When the amount of "loss" has been determined by an agreed settlement or a final judgment, we will promptly pay on behalf of the "insured" the amount of such "loss" falling within the terms of this policy. An agreed settlement means a settlement and release of liability signed by us, the "insured" and the claimant or the claimant's legal representative.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITS OF INSURANCE AMENDMENT – OHIO

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

A. **SECTION III – LIMITS OF INSURANCE**, Paragraph **2.**, Aggregate Limit, is deleted in its entirety and replaced by the following:

2. The Aggregate Limit is the most we will pay for all damages covered under this policy, except for:

- a. damages included in the “products-completed operations hazard”; and
- b. damages because of “bodily injury” or “property damage” to which this policy applies, caused by an “occurrence” and resulting from the ownership, maintenance or use of an “auto”.

B. **SECTION III – LIMITS OF INSURANCE** is amended to include the following provisions:

1. If the applicable “retained limit(s)” listed in the schedule of “retained limits” are reduced or exhausted by the payment of loss to which this policy applies, we will:
 - a. In the event of reduction, pay in excess of the reduced underlying “retained limits”; or
 - b. In the event of exhaustion of the underlying “retained limits” continue in force as underlying insurance.
2. We will not make any payment under this policy unless and until the total applicable “retained limit(s)” have been exhausted by the payment of loss to which this policy applies and any applicable other insurance has been exhausted by the payment of loss.

When the amount of loss has been determined by an agreed settlement or a final judgment, we will promptly pay on behalf of the “insured” the amount of such loss falling within the terms of this policy. An agreed settlement means a settlement and release of liability signed by us, the “insured” and the claimant or the claimant’s legal representative.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION - ANTI-STACKING

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

- A. The following condition is added to **SECTION IV – CONDITIONS**:

Anti-Stacking Limitation

If this policy and any "other insurance" provided by one or more of our member companies applies to the same claim, "suit" or "occurrence", then in the event such Aggregate Limit of Liability is exhausted due to the payment of loss and defense expenses due to claims, "suits" or "occurrences" for which coverage is provided under either this policy or the "other insurance", we shall have no further obligation to defend any "insured", or pay loss or defense expenses with respect to any claim, "suit" or "occurrence" or pay any other amounts under this policy or "other insurance" policies. This provision does not apply to any policy we have issued as excess, or primary, insurance to this insurance.

This provision shall apply separately to each "named insured" with a separate Certificate of Participation subject to **Item 4. Limits of Liability** of the Declarations.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITION – CLAIMS REPORTING AMENDMENT

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Policy.

In consideration of the premium charged, the Policy is amended as follows:

A. The following condition is added to **SECTION IV – CONDITIONS**:

In the event of an "occurrence", offense, claim or "suit", you or your member or representative of such member must provide us with immediate written notice, to the address stated on the Declarations, of

1. any "occurrence", offense, claim or "suit" paid or reserved for twenty-five percent (25%) or greater of the applicable "retained limit";
2. any "occurrence", offense, claim or "suit" wherein the damages claimed, alleged, demanded or requested are greater than the "retained limit";
3. any "occurrence", offense, claim or "suit" involving any injury of the following type: (a) death; (b) severe burns, including but not limited to second, third and fourth degree burns; (c) traumatic brain injury; (d) dismemberment or amputation of any body part or limb; (e) paralysis (regardless of the extent of the paralysis); (f) blindness, deafness, or impairment of, loss of, or decline in eyesight or hearing; (g) severe scarring; (h) assault, battery or robbery resulting in "bodily injury"; or (i) any type of sexual offense, including but not limited to sexual assault, sexual battery, rape, molestation, or sexual abuse.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC OR TRADE SANCTIONS

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

- A. The following condition is added to **SECTION IV – CONDITIONS**:

Economic or Trade Sanctions

Whenever coverage provided by this policy would be in violation of any United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, such coverage shall be null and void.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC OR TRADE SANCTIONS - MAINE

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

- A. The following condition is added to **SECTION IV – CONDITIONS**:

Economic or Trade Sanctions

Whenever coverage provided by this policy would be in violation of any United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, such coverage is not insured.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KNOWLEDGE OF OCCURRENCE

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

- A. **SECTION IV. CONDITIONS** is amended to include the following condition:

Knowledge of Occurrence

Notwithstanding any other provision(s) contained in this policy to the contrary, and solely in regard to any "loss" reporting requirements under this policy, knowledge of an "occurrence" by the agent, servant, or employee of the Insured shall not in itself constitute knowledge by the Insured, unless the risk manager, risk management department, executive officer or director received notice from said agent, servant, employee or any other person.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL CONDITIONS - MAINE

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

SECTION IV - CONDITIONS is amended by addition of the following:

1. Cancellation

The Named Insured will act on behalf of all other insureds with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.

2. Changes In Control

If during the "policy period":

- a. the Named Insured listed in Item 1. of the Declarations consolidates or affiliates with or merges into, or sells all or a majority all of its assets to any party or organization; or
- b. any party or organization acquires an amount of the outstanding ownership interests representing more than fifty percent (50%) of the voting or designation power for the election of directors or officers of the Named Insured designated in Item 1. of the Declarations, or acquires the voting or designation rights of such an amount of ownership interests;

this policy will continue in full force and effect as to "bodily injury", "property damage", and "personal and advertising injury" caused by an "occurrence" that occurs prior to the effective date of such transaction.

Coverage will be afforded by this policy for "bodily injury", "property damage", and "personal and advertising injury" caused by an "occurrence" that takes place on or after the effective date of such transaction if the Named Insured notifies us of the transaction no later than ninety (90) days after the effective date of such transaction. However, failure on behalf of the Named Insured to notify us within ninety (90) days of the effective date of such transaction will terminate coverage afforded by this policy on the ninetieth (90th) day after the effective date of such transaction at 12:01 am standard time of the address of the Named Insured shown in Item 1. of the Declarations or the end of the "policy period", whichever is earlier.

This paragraph only applies to transactions with third parties or organization not under the Named Insured's control or ownership as of the inception date of this policy.

3. Headings

The headings of this policy form no part of the provisions, terms and conditions of this policy. Rather, the headings of this policy are solely to be used for convenience purposes.

All other terms and conditions remain unchanged.



4. Priority of Recoveries

- a. Any recoveries of any payment we have made under this policy will be applies as follows:
 - i. first, any person or organization, including the insured, that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first;
 - ii. second, we will be reimbursed up to the amount we have paid; and
 - iii. lastly, any person or organization, including the insured that has paid an amount over which this policy is excess is entitled to claim the remainder.

Expenses incurred in the exercise of rights of recovery will be apportioned among the parties or organizations, including the insured, in the ratio of their respective recoveries as finally settled.

- b. If, prior to the "occurrence" taking place, you waive any right of recovery against a specific party or organization for "bodily injury", "property damage" or "personal and advertising injury" as required under an "insured contract", we will also waive any rights we may have against such party or organization.

5. Unintentional Failure to Disclose

Your failure to disclose all hazards existing as of the inception date of the "policy period" will not prejudice your coverage provided by this policy on the condition that any such failure or omission is not intentional. However, if such failure to disclose was fraudulent, this subparagraph does not apply. This paragraph does not affect the provision of **SECTION IV – CONDITIONS**, Paragraph 7.

6. Violation of Economic or Trade Sanctions

Coverage for any claim or "suit" will not be covered if coverage for the same under this policy is in violation of any United States of America economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC").

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL CONDITIONS - MONTANA

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

SECTION IV - CONDITIONS is amended by addition of the following:

1. Cancellation

The Named Insured will act on behalf of all other insureds with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.

2. Changes In Control

If during the "policy period":

- a. the Named Insured listed in Item 1. of the Declarations consolidates or affiliates with or merges into, or sells all or a majority all of its assets to any party or organization; or
- b. any party or organization acquires an amount of the outstanding ownership interests representing more than fifty percent (50%) of the voting or designation power for the election of directors or officers of the Named Insured designated in Item 1. of the Declarations, or acquires the voting or designation rights of such an amount of ownership interests;

this policy will continue in full force and effect as to "bodily injury", "property damage", and "personal and advertising injury" caused by an "occurrence" that occurs prior to the effective date of such transaction.

Coverage will be afforded by this policy for "bodily injury", "property damage", and "personal and advertising injury" caused by an "occurrence" that takes place on or after the effective date of such transaction if the Named Insured notifies us of the transaction no later than ninety (90) days after the effective date of such transaction. However, failure on behalf of the Named Insured to notify us within ninety (90) days of the effective date of such transaction will terminate coverage afforded by this policy on the ninetieth (90th) day after the effective date of such transaction at 12:01 am standard time of the address of the Named Insured shown in Item 1. of the Declarations or the end of the "policy period", whichever is earlier.

This paragraph only applies to transactions with third parties or organization not under the Named Insured's control or ownership as of the inception date of this policy.

3. Headings

The headings of this policy form no part of the provisions, terms and conditions of this policy. Rather, the headings of this policy are solely to be used for convenience purposes.

All other terms and conditions remain unchanged.



4. Priority of Recoveries

- a. Any recoveries of any payment we have made under this policy will be applied as follows:
 - i. first, the insured must be totally reimbursed for all losses as well as costs, including attorney fees involved in recovering those losses, before we can exercise any right of subrogation, regardless of contract language to the contrary.
 - ii. second, we will be reimbursed up to the amount we have paid; and
 - iii. lastly, any person or organization, including the insured that has paid an amount over which this policy is excess is entitled to claim the remainder.

Expenses incurred in the exercise of rights of recovery will be apportioned among the parties or organizations, except the insured, in the ratio of their respective recoveries as finally settled.

- b. If, prior to the "occurrence" taking place, you waive any right of recovery against a specific party or organization for "bodily injury", "property damage" or "personal and advertising injury" as required under an "insured contract", we will also waive any rights we may have against such party or organization.

Expenses incurred in the exercise of rights of recovery will be apportioned among the parties or organizations, except the insured, in the ratio of their respective recoveries as finally settled.

- c. If, prior to the "occurrence" taking place, you waive any right of recovery against a specific party or organization for "bodily injury", "property damage" or "personal and advertising injury" as required under an "insured contract", we will also waive any rights we may have against such party or organization.

5. Unintentional Failure to Disclose

Your failure to disclose all hazards existing as of the inception date of the "policy period" will not prejudice your coverage provided by this policy on the condition that any such failure or omission is not intentional. However, if such failure to disclose was fraudulent, this subparagraph does not apply. This paragraph does not affect the provision of **SECTION IV – CONDITIONS**, Paragraph 7.

6. Violation of Economic or Trade Sanctions

Coverage for any claim or "suit" will be null and void if coverage for the same under this policy is in violation of any United States of America economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC").

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL CONDITIONS - WASHINGTON

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

SECTION IV - CONDITIONS is amended by addition of the following:

1. Cancellation

The Named Insured will act on behalf of all other insureds with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.

If notice is mailed on behalf of all other insureds, like notice of cancellation must be sent to each entity shown by the policy to have an interest in any loss which may occur thereunder.

2. Changes In Control

If during the "policy period":

- a. the Named Insured listed in Item 1. of the Declarations consolidates or affiliates with or merges into, or sells all or a majority all of its assets to any party or organization; or
- b. any party or organization acquires an amount of the outstanding ownership interests representing more than fifty percent (50%) of the voting or designation power for the election of directors or officers of the Named Insured designated in Item 1. of the Declarations, or acquires the voting or designation rights of such an amount of ownership interests;

this policy will continue in full force and effect as to "bodily injury", "property damage", and "personal and advertising injury" caused by an "occurrence" that occurs prior to the effective date of such transaction.

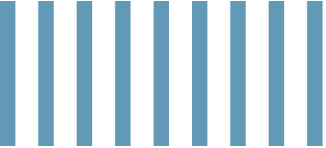
Coverage will be afforded by this policy for "bodily injury", "property damage", and "personal and advertising injury" caused by an "occurrence" that takes place on or after the effective date of such transaction if the Named Insured notifies us of the transaction no later than ninety (90) days after the effective date of such transaction. However, failure on behalf of the Named Insured to notify us within ninety (90) days of the effective date of such transaction will terminate coverage afforded by this policy on the ninetieth (90th) day after the effective date of such transaction at 12:01 am standard time of the address of the Named Insured shown in Item 1. of the Declarations or the end of the "policy period", whichever is earlier.

This paragraph only applies to transactions with third parties or organization not under the Named Insured's control or ownership as of the inception date of this policy.

3. Headings

The headings of this policy form no part of the provisions, terms and conditions of this policy. Rather,

All other terms and conditions remain unchanged.



the headings of this policy are solely to be used for convenience purposes.

4. Priority of Recoveries

- a. Any recoveries of any payment we have made under this policy will be applied as follows:
- i. first, to any person or organization, including the insured for the deductible to such loss without any deduction for collection.
 - ii. second, any person or organization, including the insured, that has paid an amount in excess of the applicable Limits of Insurance of this policy.
 - iii. third, any person or organization, including the insured that has paid an amount over which this policy is excess is entitled to claim the remainder.
 - iv. lastly, we will be reimbursed up to the amount we have paid; and

Expenses incurred in the exercise of rights of recovery will be apportioned among the parties or organizations, including the insured, in the ratio of their respective recoveries as finally settled.

- b. If, prior to the "occurrence" taking place, you waive any right of recovery against a specific party or organization for "bodily injury", "property damage" or "personal and advertising injury" as required under an "insured contract", we will also waive any rights we may have against such party or organization.

5. Unintentional Failure to Disclose

Your failure to disclose all hazards existing as of the inception date of the "policy period" will not prejudice your coverage provided by this policy on the condition that any such failure or omission is not intentional. However, if such failure to disclose was fraudulent, this subparagraph does not apply. This paragraph does not affect the provision of **SECTION IV – CONDITIONS**, Paragraph 7.

6. Violation of Economic or Trade Sanctions

Coverage for any claim or "suit" will be null and void if coverage for the same under this policy is in violation of any United States of America economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC").

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL DEFINITIONS

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

A. The following definitions are added to **SECTION V – DEFINITIONS**:

1. "Hostile fire" means a fire or combustion that becomes uncontrollable, breaks out from where it was intended to be, or was not intended to exist.
2. "Loss" means the amounts actually paid as judgments or settlements. However, if expenses incurred to defend a "suit" or to investigate a claim or "occurrence" reduce the applicable limits of "underlying insurance", then "loss" shall include such expenses.
3. "Other insurance" means any valid and collectible policy of insurance providing coverage for damages covered in whole or in part by this policy.

"Other insurance" does not include "underlying insurance", the "self-insured retention" or any policy of insurance specifically purchased to be excess of this policy affording coverage that this policy also affords.

B. **SECTION V – DEFINITIONS**, paragraph **13**. is deleted in its entirety and replaced with the following:

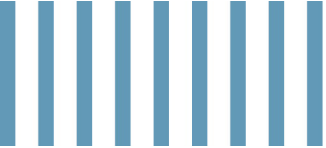
13. "Occurrence" means:

- a. as respects "bodily injury" and "property damage", an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All such exposure to substantially the same general harmful conditions will be deemed to arise out of one "occurrence".
- b. as respects "personal and advertising injury", an offense arising out of your business that causes "personal and advertising injury". All damages that arise from the same, related or repeated injurious material or act will be deemed to arise out of one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used and the number of claimants.

C. **SECTION V – DEFINITIONS** paragraph **4**. is deleted in its entirety and replaced with the following:

4. "Coverage territory" means the United States of America, its territories and possessions, Puerto Rico and Canada. However, if "underlying insurance" includes in its coverage territory territories outside of the United States of America, its territories and possessions, Puerto Rico and Canada, then this policy will include the same territories in its "coverage territory", provided, however,

All other terms and conditions remain unchanged.



that coverage provided by this policy will be no broader than the coverage provided by "underlying insurance".

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEMBER POLICY PERIOD

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

A. The following definition is added to **SECTION V – DEFINITIONS**:

“Policy period” means the period of time from the inception date shown in the Member Certificate or on the Declarations, whichever is later, to the expiration date shown in the Member Certificate or the effective date of either the expiration or termination of this policy, whichever is earlier.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURED AND NAMED INSURED AMENDATORY ENDORSEMENT

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

A. The following definitions are added to **SECTION V – DEFINITIONS**:

1. "Named Insured" means:

- a. the person(s), organization(s) or entity(ies) designated as the "Named Insured" on the Declarations Page of this policy (the "First Named Insured");
- b. if you are a "risk purchasing group", your member(s), but only to the extent: (i) a Certificate of Participation in this policy is issued to the member(s); and (ii) a copy of the Certificate of Participation is authorized by us; and
- c. Any subsidiary or acquired company or corporation (including subsidiaries thereof) and any other legal entities including joint ventures, limited liability companies and partnerships in which:
 - i. one or more "Named Insured", identified in Paragraphs 1.a. or 1.b. above, either solely or combined, has an ownership of greater than fifty percent (50%);
 - ii. any "Named Insured" identified in Paragraphs 1.a., 1.b. or 1.c.i. above, exercises management or financial control over the entity; or
 - iii. any "Named Insured" identified in Paragraphs 1.a., 1.b. or 1.c.i. above, has the written contractual responsibility of placing insurance such as is provided by this policy for each such entity provided that the insurance afforded by this subparagraph will not have limits of liability greater than, or coverage broader than, the limits of liability and coverage otherwise afforded by this policy.

Acquired and Newly Formed Organizations

You must provide us with written notice as soon as practicable after you acquire or form any organization when that organization is not in the business of ownership and management of real estate properties.

Coverage provided for any acquired organization does not apply to any liability or damages caused by or arising out of, directly or indirectly, in whole or in part:

- (a) an "occurrence" that took place prior to the "Named Insured's" acquisition of at least fifty percent (50%) of such organization;
- (b) commenced exercising management or financial control or after such Named Insured(s) ceased to maintain such interest of at least fifty percent (50%) of such organization;

All other terms and conditions remain unchanged.

(c) or ceased to exercise management or financial control of such organization.

We have the right to charge an additional premium for any organization that you acquire or form during the "policy period". We also have the right to underwrite and impose additional terms, definitions, exclusions or conditions with respect to continued coverage of any organization that you acquire or form during the "policy period" that is not in the business of ownership and management of real estate properties.

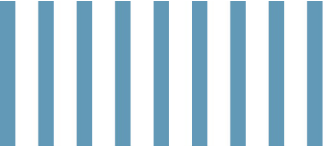
Partnerships, Joint Ventures and Limited Liability Companies

The insurance afforded under this endorsement shall not be subject to any requirement in the definition of "insured" below that the partnership, joint venture, or limited liability company be shown as a "Named Insured" in Item 1. of the Declarations.

Notwithstanding any of the above, the "Named Insured" provisions in Paragraph 1 above apply only with respect to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- (a) The ownership, management, operation, maintenance or use of the designated premises listed in the schedule of designated premises which is attached to or referenced in this policy or the Certificate of Participation.
 - (b) Operations listed in the schedule of designated premises or operations elsewhere that are necessary or incidental to the ownership, management, maintenance or use of the designated premises.
2. "Risk purchasing group" means a purchasing group as defined by the Risk Retention Act of 1986, 15 U.S.C. § 3901, et seq., and any amendments thereto.
3. "Insured" means:
- a. the "Named Insured";
 - b. If the Named Insured is designated in the Declarations as:
 - i. an individual, you and your spouse are "insureds", but only with respect to the conduct of a business of which you are the sole owner;
 - ii. a partnership or joint venture, you are an "insured". Your members, your partners, and their spouses are also "insureds", but only with respect to the conduct of your business;
 - iii. a limited liability company, you are an "insured". Your members are also "insureds", but only with respect to the conduct of your business. Your managers are "insureds", but only with respect to their duties as your managers;
 - iv. an organization other than a partnership, joint venture or limited liability company, you are an "insured". Your executive officers and directors are "insureds", but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders;

All other terms and conditions remain unchanged.

- 
- v. a trust, you are an "insured". Your trustees are also "insureds", but only with respect to their duties as trustees;
 - c. your "employees" other than your executive officers (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business;
 - d. your "volunteer workers" only while performing duties related to the conduct of your business;
 - e. any person (other than your "employee" or "volunteer worker") or organization while acting as your real estate manager;
 - f. your legal representative if you die, but only with respect to their duties as your legal representative. That representative will have all your rights and duties under this policy;
 - g. any person or organization, other than the "Named Insured", included as an Additional Insured under the schedule of "underlying insurance", but not for broader coverage than would be afforded by such scheduled "underlying insurance".
4. However, notwithstanding any of the above provisions, no person or organization is an "Insured":
- a. with respect to the conduct of any current, past or newly formed partnership, joint venture or limited liability company that is not designated as a "Named Insured" in Item 1. of the Declarations; and
 - b. who is not an "insured" under the schedule of "underlying insurance".

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURED AND NAMED INSURED AMENDATORY ENDORSEMENT – OHIO

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

Named Insured, as referenced in the preamble, is amended to include any Member holding a Member Certificate.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.

PRP 05 03 OH 03 24	Contains copyrighted material of the Insurance Services Office, Inc. with its permission.	Page 1 of 1
--------------------	--	-------------



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF DEFINITION OF RETAINED LIMIT AND SCHEDULE OF RETAINED LIMITS

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

- A. **SECTION V – DEFINITIONS**, paragraph **19.**, "retained limit" is deleted in its entirety and replaced with the following:

19. "Retained limit" means the applicable limits listed in the attached schedule of "Retained Limits"

The "retained limit(s)" listed in the schedule of "retained limits" will apply whether or not there is any available scheduled "underlying insurance" or "other insurance". If there is scheduled "underlying insurance" or "other insurance" applicable to a "loss", amounts received through such scheduled "underlying insurance" or "other insurance" for payment of the "loss" may be applied to reduce or exhaust the "retained limit". Further:

- a. If the applicable "retained limit" is specifically designated in the schedule of "retained limits" as including "defense expenses", then amounts received through the schedule "underlying insurance" or "other insurance" providing coverage to the "insured" for the payment of "defense expenses" shall reduce the "retained limit".
- b. If the applicable "retained limit" is not specifically designated in the schedule of "retained limits" as including "defense expenses", then amounts received through the schedule of "underlying insurance" or "other insurance" providing coverage to the "insured" for the payment of "defense expenses" shall not reduce the "retained limit".

All other terms and conditions remain unchanged.

Schedule of Retained Limits

General Liability -	Retained Limits	
	\$1,000,000	Each Occurrence
	\$2,000,000	General Aggregate
	\$1,000,000	Products-Completed Operations Aggregate
	\$1,000,000	Each Occurrence Personal & Advertising Injury
	Defense Type:	Defense costs do not erode the Retained Limits listed above

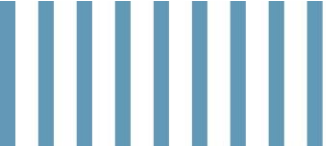
Automobile Liability – (Where Applicable)	Retained Limits	
	\$1,000,000	Combined Single Limit
	Defense Type:	Defense costs do not erode the Retained Limits listed above

Employee Benefit Liability – (Where Applicable)	Retained Limits	
	\$1,000,000	Employee Benefits Liability Each Claim
	\$1,000,000	Employee Benefits Liability Annual Aggregate
	Defense Type:	Defense costs do not erode the Retained Limits listed above

Employer Liability – (Where Applicable), (Where not otherwise unlimited)	Retained Limits	
	\$500,000	Bodily Injury Each Accident
	\$500,000	Bodily Injury By Disease - Each Employee
	\$500,000	Bodily Injury By Disease - Policy Aggregate
	Defense Type:	Defense costs do not erode the Retained Limits listed above

Non-Profit Directors & Officers Liability – (Where Applicable)	Retained Limits	
	\$1,000,000	Each Claim
	\$1,000,000	Aggregate
	Defense Type:	Defense costs do not erode the Retained Limits listed above

All other terms and conditions remain unchanged.



Stand Alone Liquor Liability – (Where Applicable)	Retained Limits	
	\$1,000,000	Wrongful Act
	\$1,000,000	Aggregate
	Defense Type:	Defense costs do not erode the Retained Limits listed above

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF DEFINITION OF RETAINED LIMIT
AND SCHEDULE OF RETAINED LIMITS – OHIO**

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

- A. **SECTION V – DEFINITIONS**, paragraph **19.**, "retained limit" is deleted in its entirety and replaced with the following:

19. "Retained limit" means the applicable limits listed in the attached schedule of "Retained Limits"

The "retained limit(s)" listed in the schedule of "retained limits" will apply whether or not there is any available scheduled "underlying insurance" or other insurance. If there is scheduled "underlying insurance" or other insurance applicable to a loss, amounts received through such scheduled "underlying insurance" or other insurance for payment of the loss may be applied to reduce or exhaust the "retained limit". Further:

- a. If the applicable "retained limit" is specifically designated in the schedule of "retained limits" as including "defense expenses", then amounts received through the "underlying insurance" or other insurance providing coverage to the "insured" for the payment of "defense expenses" shall reduce the "retained limit".
- b. If the applicable "retained limit" is not specifically designated in the schedule of "retained limits" as including "defense expenses", then amounts received through the "underlying insurance" or other insurance providing coverage to the "insured" for the payment of "defense expenses" shall not reduce the "retained limit".

All other terms and conditions remain unchanged.

Schedule of Retained Limits

General Liability -	Retained Limits	
	\$1,000,000	Each Occurrence
	\$2,000,000	General Aggregate
	\$1,000,000	Products-Completed Operations Aggregate
	\$1,000,000	Each Occurrence Personal & Advertising Injury
	Defense Type:	Defense costs do not erode the Retained Limits listed above

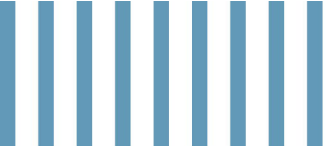
Automobile Liability – (Where Applicable)	Retained Limits	
	\$1,000,000	Combined Single Limit
	Defense Type:	Defense costs do not erode the Retained Limits listed above

Employee Benefit Liability – (Where Applicable)	Retained Limits	
	\$1,000,000	Employee Benefits Liability Each Claim
	\$1,000,000	Employee Benefits Liability Annual Aggregate
	Defense Type:	Defense costs do not erode the Retained Limits listed above

Employer Liability – (Where Applicable), (Where not otherwise unlimited)	Retained Limits	
	\$500,000	Bodily Injury Each Accident
	\$500,000	Bodily Injury By Disease - Each Employee
	\$500,000	Bodily Injury By Disease - Policy Aggregate
	Defense Type:	Defense costs do not erode the Retained Limits listed above

Non-Profit Directors & Officers Liability – (Where Applicable)	Retained Limits	
	\$1,000,000	Each Claim
	\$1,000,000	Aggregate
	Defense Type:	Defense costs do not erode the Retained Limits listed above

All other terms and conditions remain unchanged.



Stand Alone Liquor Liability – (Where Applicable)	Retained Limits	
	\$1,000,000	Wrongful Act
	\$1,000,000	Aggregate
	Defense Type:	Defense costs do not erode the Retained Limits listed above

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ABSOLUTE ACCESS, COLLECTION AND DISCLOSURE OF NON-PUBLIC INFORMATION

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

- A. The following exclusion is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. Exclusions**; and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**:

Access, Collection and Disclosure of Non-Public Information

This policy does not provide coverage for “bodily injury”, “property damage” or “personal and advertising injury” caused by or arising out of, either directly or indirectly, in whole or in part, any:

1. unauthorized access to, or collection or use of, “non-public information”;
 2. intentional, willful or reckless release or disclosure of “non-public information” made by the Insured or any employee, agent or affiliate of the Insured; or
 3. expense incurred to issue or re-issue any payment, debit or credit card or account, or any other similar expenses incurred by the Insured or any other person or entity arising out of any access to, or collection, disclosure, release, or use of “non-public information”.
- B. For the purposes of this endorsement only, the following definitions are added to **SECTION V – DEFINITIONS**:
1. “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.
 2. “Non-public information” means any party’s or organization’s private or confidential information that has not been disclosed or disseminated to the general public and is in the form of “electronic data”, including but not limited to, patents, copyrights, trade secrets, processing methods, customer lists, any type of financial (including but not limited to credit card and bank account) information, social security information, and health or medical information.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION – AUTO LIABILITY

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

- A. The following exclusion is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. Exclusions**; and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**:

Auto Liability

The policy does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” based upon or arising out of, in whole or in part, either directly or indirectly, ownership, maintenance, operation or use, including “loading or unloading”, of any “auto”.

However, if the schedule of “underlying insurance” provides coverage for such “bodily injury”, “property damage”, or “personal and advertising injury”, then this exclusion shall not apply, provided that coverage provided by this policy will be no broader than the coverage contained in the Schedule of “underlying insurance”.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION - COMMERCIAL GENERAL LIABILITY

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

- A. The following exclusion is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. Exclusions**; and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**:

Commercial General Liability

This policy does not provide coverage for Commercial General Liability.

However, if the schedule of “underlying insurance” provides coverage for Commercial General Liability, then this exclusion shall not apply, provided that coverage provided by this policy will be no broader than the coverage provided by in the schedule of “underlying insurance”.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COMMUNICABLE DISEASE AND INFECTIOUS AGENT

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

- A. The following exclusion is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. Exclusions**; and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**:

Communicable Disease and Infectious Agent

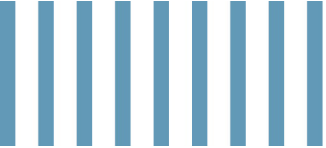
This policy does not provide coverage for any “bodily injury”, “property damage” or “personal and advertising injury” caused by or arising out of, directly or indirectly, in whole or in part:

1. any “communicable disease” or “infectious agent”; or
2. any “loss”, cost or expense incurred by responding, in any way, to real or personal property due to actual or suspected contamination by a “communicable disease” or “infectious agent”.

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

- a. supervising, hiring, employing, training or monitoring of others that may be infected with and spread a “communicable disease” or “infectious agent”;
 - b. testing, or failing to test, for a “communicable disease” or “infectious agent”;
 - c. failure to prevent the spread of the “communicable disease” or “infectious agent”;
 - d. failure to report the “communicable disease” or “infectious agent” to authorities; or
 - e. any other actions or omissions taken in response to the presence, or suspected presence, of a “communicable disease” or “infectious agent”.
- B. For the purposes of this endorsement only, the following definitions are added to **SECTION V – DEFINITIONS**:
1. “Communicable disease” means any disease, sickness, illness, infection or bodily condition caused by, whether directly or indirectly, by any means, or exposure to, an “infectious agent”.
 2. “Infectious agent” means any agent, bacteria, virus, toxin, parasite, organism or biological entity that produces, or is capable of producing, a “communicable disease” or escalating a disease, sickness, illness, infection or bodily condition.

All other terms and conditions remain unchanged.



If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.

PRP 10 04 07 23	Contains copyrighted material of the Insurance Services Office, Inc. with its permission.	Page 2 of 2
-----------------	---	-------------



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONDOMINIUM AND COOPERATIVE CONVERSION

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

- A. The following exclusion is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. Exclusions**; and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**:

Condominium and Cooperative Conversion

This policy does not provide coverage for any “bodily injury” or “property damage” included within the “products-completed operations hazard” caused by or arising out of, directly or indirectly, in whole or in part, “construction operations” with respect to any building that is converted into a condominium or cooperative form of ownership after the “construction operations” are complete.

- B. For the purposes of this endorsement only, the following definition is added to **SECTION V – DEFINITIONS**:

“Construction operations” means any activity by or on behalf of any Insured, in any capacity, caused by or arising out of, directly or indirectly, in whole or in part, any design, planning, site preparation, construction, demolition, renovation, remodeling, conversion, or structural repairing of a building or any other structure, including, but not limited to, materials, workmanship, and equipment used in connection therewith.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONSTRUCTION OPERATIONS

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

- A. The following exclusion is added to both **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. Exclusions**; and **Coverage B - PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**:

Construction Operations

This policy does not apply to "bodily injury" or "property damage" caused by or arising out of, directly or indirectly, in whole or in part, "construction operations," whether completed or ongoing, including any defects resulting therefrom.

However, this exclusion does not apply to "bodily injury" or "property damage" arising out of "non-structural improvements" performed by the Insured or on the Insured's behalf.

- B. The following definitions are added to **SECTION V – DEFINITIONS**:
1. "Construction operations" means any activity by or on behalf of any Insured, in any capacity, regarding, related to, arising out of, or in support of any design, planning, site preparation, construction, demolition, renovation, remodeling, conversion, or structural repairing of a building or any other structure, and includes materials, workmanship, and equipment used in connection therewith.
 2. "Non-structural improvements" means "construction operations" that do not relate to the design, planning, preparation, construction, demolition, renovation, remodeling, conversion, or structural repairing of: (a) building frames; (b) building foundations; (c) load-bearing walls; (d) columns, girders, trusses, beams and spandrels that are necessary to the stability of the building structure; or (e) any other element or component of a building necessary to the stability of the building structure. "Non-structural improvements" include the installation, repair, improvement, and replacement of fixtures.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DIVING BOARD AND WATER SLIDE

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

- A. The following exclusion is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. Exclusions**; and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**:

Diving Board and Water Slide

This policy does not provide coverage for any liability caused by or arising out of, directly or indirectly, in whole or in part, any diving board, water slide, or similar device or apparatus.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EARTH MOVEMENT

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

- A. The following exclusion is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. Exclusions**; and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**:

Earth Movement

1. This policy does not apply to “bodily injury”, “property damage” or “personal and advertising injury” caused by or arising out of, directly or indirectly, in whole or in part, actual, alleged or threatened exposure to “earth movement”.
- B. The following definition is added to **SECTION V – DEFINITIONS**:
1. “Earth movement” means:
 - a. earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;
 - b. landslide, including any earth sinking, rising or shifting related to such event;
 - c. mine subsidence, meaning subsidence of a man-made mine whether or not mining activity has ceased;
 - d. earth sinking, rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface; or
 - e. any other movement of the land or earth, including, but not limited to subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, or tilting.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION - EMPLOYERS' LIABILITY

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

- A. The following exclusion is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. Exclusions**; and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**:

Employers' Liability

This policy does not apply to "bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of, in whole or in part, either directly or indirectly, any actual or alleged liability arising out of any injury to any employee or worker in the course of the employee's or worker's course of employment by the Insured, or any liability under any workers' compensation, unemployment compensation or disability benefits law, or any similar law.

However, if the schedule of "underlying insurance" provides coverage for such "bodily injury", "property damage", or "personal and advertising injury", then this exclusion shall not apply, provided that coverage provided by this policy will be no broader than the coverage provided by the schedule of "underlying insurance".

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FINANCIAL INSTITUTIONS

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

- A. The following exclusion is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. Exclusions**; and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**:

Financial Institutions

1. This policy does not apply coverage for:

- a. "bodily injury", "property damage" or "personal and advertising injury" caused by or arising out of, directly or indirectly, in whole or in part, the ownership, maintenance or use, including all related operations, of property for which you are acting in a "fiduciary capacity";
- b. "bodily injury", "property damage" or "personal and advertising injury" caused by or arising out of, directly or indirectly, in whole or in part, any property held by the Insured, or that is in the Insured's care, custody or control while the Insured is acting in any "fiduciary capacity";
- c. "property damage" to valuables, including but not limited to: (i) currency, including but not limited to money, coin, checks, bonds, securities; (ii) jewelry, including but not limited to diamonds, watches, necklaces, rings, gems, stones, gold and silver; (iii) important papers, including but not limited to bank notes, insurance policies, mortgage statements, deeds and mortgages; and (iv) any other valuable documents, papers, or belongings of any kind; or
- d. any damages caused by or arising out of, directly or indirectly, in whole or in part, action or omission of the Insured while the Insured is acting in any "fiduciary capacity".

- B. For the purposes of this endorsement only, the following definitions are added to **SECTION V – DEFINITIONS**:

1. "Fiduciary capacity" means trustee, executor, administrator, registrar of stocks and bonds, transfer agent, guardian, assignee, receiver, custodian, investment adviser, or any other person or organization serving to handle money or property for the benefit of another party.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION - FOREIGN LIABILITY

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

- A. The following is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. Exclusions**; and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**:

Foreign Liability

This policy does not provide coverage for “bodily injury”, “property damage”, or “personal and advertising injury” that occurs outside of the United States of America, its territories and possession, Puerto Rico and Canada.

However, if insurance for such “bodily injury”, “property damage”, or “personal and advertising injury” is provided by a policy listed in the schedule of “underlying insurance”:

1. This exclusion shall not apply; and
2. Coverage under this policy for such “bodily injury”, “property damage”, or “personal and advertising injury” will follow the terms, definitions, conditions and exclusions listed in the schedule of “underlying insurance”. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by a policy listed in the schedule of “underlying insurance”.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – BACTERIA AND FUNGUS

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

- A. The following exclusions are added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. Exclusions**; and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**:

1. Bacteria

This policy does not apply to "bodily injury", "property damage" or "personal and advertising injury" caused by or arising out of clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by bacteria.

This exclusion applies regardless of any other cause or circumstance that contributed to, either concurrently or in any sequence, "bodily injury", "property damage" or "personal and advertising injury" caused by or arising out of bacteria.

The provisions of this exclusion will supersede any other endorsement or provision of this policy that may have provided coverage for bacteria.

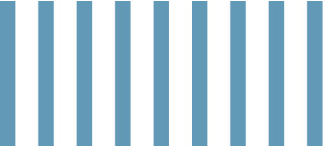
2. Fungus

This policy does not provide coverage for "bodily injury", "property damage" or "personal and advertising injury" caused by or arising out of clean-up, remediation, contamination, removal or abatement, caused directly or indirectly, in whole or in part, by any:

- i. "fungus", "mold", mildew or yeast;
- ii. "spore", toxin or contaminant created or produced by, or discharged from, such "fungus", "mold", mildew or yeast;
- iii. substance, material, vapor, gas, other emission or organic or inorganic body or substance produced by or arising out of any "fungus", "mold", mildew or yeast; or
- iv. material, product, building or structure components, or any concentration of moisture, water or other liquid within such material, product, building or structure components, that contains any "fungus", "mold", mildew, yeast, or "spore" or toxins discharging therefrom, regardless of any other cause, event, material, product and/or building components that contributed concurrently or in any sequence to that "bodily injury", "property damage" or "personal and advertising injury".

- B. The following definitions are added to **SECTION V – DEFINITIONS**:

All other terms and conditions remain unchanged.



1. "Fungus" means, but is not limited to, any of the plants or organisms belonging to the major group Fungi, lacking chlorophyll, and including molds, rusts, mildew, smuts and mushrooms.
2. "Mold" means, but is not limited to, any superficial growth produced on wet, damp, decaying, crumbling, collapsing or deteriorating organic matter or on living organisms, and Fungi that produce molds.
3. "Spore" means, but is not limited to, any dormant or reproductive body produced by or arising or emanating out of any "fungus", "mold", mildew, plants, organisms or microorganisms.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – BACTERIA AND FUNGUS - ALASKA

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

- A. The following exclusions are added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. Exclusions**; and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**:

1. Bacteria

This policy does not apply to “bodily injury”, “property damage” or “personal and advertising injury” caused by or arising out of clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by bacteria.

This exclusion applies regardless of any other cause or circumstance that contributed to, either concurrently or in any sequence, “bodily injury”, “property damage” or “personal and advertising injury” caused by or arising out of bacteria.

The provisions of this exclusion will supersede any other endorsement or provision of this policy that may have provided coverage for bacteria.

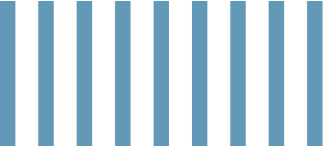
2. Fungus

This policy does not provide coverage for “bodily injury”, “property damage” or “personal and advertising injury” caused by or arising out of clean-up, remediation, contamination, removal or abatement, caused directly or indirectly, in whole or in part, by any:

- i. “fungus”, “mold”, mildew or yeast;
- ii. “spore”, toxin or contaminant created or produced by, or discharged from, such “fungus”, “mold”, mildew or yeast;
- iii. substance, material, vapor, gas, other emission or organic or inorganic body or substance produced by or arising out of any “fungus”, “mold”, mildew or yeast; or
- iv. material, product, building or structure components, or any concentration of moisture, water or other liquid within such material, product, building or structure components, that contains any “fungus”, “mold”, mildew, yeast, or “spore” or toxins discharging therefrom, regardless of any other cause, event, material, product and/or building components that contributed concurrently or in any sequence to that “bodily injury”, “property damage” or “personal and advertising injury”.

Claims will not be denied and/or the exclusion does not apply if fungus is a secondary cause of loss and the primary cause of loss is a covered peril.

All other terms and conditions remain unchanged.



B. The following definitions are added to **SECTION V – DEFINITIONS:**

1. "Fungus" means, but is not limited to, any of the plants or organisms belonging to the major group Fungi, lacking chlorophyll, and including molds, rusts, mildew, smuts and mushrooms.
2. "Mold" means any type of fungus, including mildew, rusts, mushrooms, yeasts, and mycotoxins, spores, or scents, produced or released by the mold. This does not include fungi intended by the insured for consumption.
3. "Spore" means, but is not limited to, any dormant or reproductive body produced by or arising or emanating out of any "fungus", "mold", mildew, plants, organisms or microorganisms.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – MARINE LIABILITY

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

- A. As it pertains to watercraft only, **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. Exclusions**, subparagraph **j. Aircraft or Watercraft** is deleted in its entirety. This provision does not affect subparagraph **j.** as it pertains to aircraft.
- B. The following exclusion is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. Exclusions**; and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**:

Marine Liability

This policy does not provide coverage for any marine liability, which includes, but is not limited to, the following:

- 1. Jones Act;
- 2. Charterers Liability;
- 3. Terminal Operation Liability;
- 4. Stevedores Liability;
- 5. Safe Berth Legal Liability;
- 6. Towers Liability;
- 7. Ship Repairers Legal Liability;
- 8. Protection and Indemnity Liability;
- 9. Ship Builders Liability;
- 10. Wharfingers Liability;
- 11. U.S. Longshore and Harbor Workers' Compensation Act;
- 12. Or any other similar statute, law, or regulation.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – SUBLIMITS OF INSURANCE

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

A. The following condition is added to **SECTION III – LIMITS OF INSURANCE:**

The schedule of “underlying insurance” will not be reduced or decreased by the existence of, or any coverage provided by or within, a “sublimit of insurance” in such schedule of “underlying insurance”.

B. The following exclusion is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. Exclusions**; and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**:

This policy does not provide coverage for any coverage that is subject to a “sublimit of insurance” in the schedule of “underlying insurance”.

C. The following definition is added to **SECTION V – DEFINITIONS:**

“Sublimit of insurance” means any limit of insurance that is less than the Each Occurrence limit of insurance set forth in the schedule of “underlying insurance” that forms a part of this policy, regardless of whether such limit of insurance is described as a sublimit, embedded limit, or any similar limit of insurance.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PESTICIDE OR HERBICIDE

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

- A. The following exclusion is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. Exclusions**; and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**:

Pesticide or Herbicide

This policy does not provide coverage for “bodily injury”, “property damage” or “personal and advertising injury” caused by or arising out, directly or indirectly, in whole or in part, any pesticide or herbicide.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – POLLUTION AND AMENDED SELF-INSURED RETENTION

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

- A. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph 2. **Exclusions**, sub-paragraph i. **Pollution**; and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph 2. **Exclusions**, sub-paragraph (13) **Pollution** are deleted in their entirety and replaced with the following:

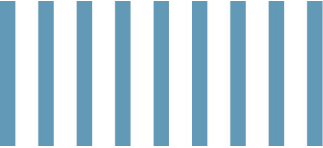
This policy does not apply coverage for:

1. any "bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" anywhere at any time;
2. any "loss", cost or expense arising out of any request, demand, order or statutory or regulatory requirement that the "insured" 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
3. any "loss", cost or expense arising out of any 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".

However, Paragraph 1 of this exclusion shall not apply to:

1. "Bodily injury" or "property damage" arising out of any discharge, dispersal, seepage, migration, release or escape of "pollutants" directly or indirectly caused by fire (including heat, smoke or fumes from a "hostile fire"), explosion, lightning, windstorm, vandalism or malicious mischief, riot or civil commotion, flood, earthquake, automatic sprinkler leakage, collision or upset of an "auto", "mobile equipment" or aircraft;
2. "Bodily injury" sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment used to heat water for personal use, by the building's occupants or their guests or arising out of carbon dioxide or carbon monoxide inhalation due to improper circulation of air;
3. "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids that are needed to perform normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels,

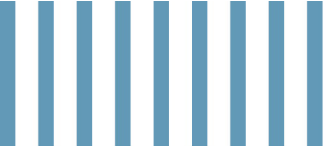
All other terms and conditions remain unchanged.



lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured contractor or subcontractor;

4. "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or by a contractor subcontractor acting on your behalf;
5. "Bodily injury" or "property damage" arising out of fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto" or its parts, if:
 - a. the "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
 - b. the "bodily injury" or "property damage" does not arise out of the operation of any equipment shown in Paragraphs 12(f)(2) and 12(f)(3) of the definition of "mobile equipment";
6. "Bodily injury" or "property damage" arising out of any chemical, compound or material used for the maintenance of a swimming pool, whirlpool, or spa, including but not limited to: chlorine, hydrochloric acid, bromine, sodium hydroxide, sodium bicarbonate, soda ash, diatomaceous earth, muriatic acid;
7. "Bodily injury" sustained within a building and caused by materials or equipment used or installed for the purpose of complying with generally accepted green building standards.
8. "Bodily injury" or "property damage" arising out of any discharge, dispersal, seepage, migration, release or escape of "pollutants" and included within the "products-completed operations hazard" provided that "your product" or "your work" has not at any time been:
 - a. discarded, dumped, abandoned, thrown away; or
 - b. transported, handled, stored, treated, disposed of or processed as waste;by anyone;
9. "Bodily injury" or "property damage" arising out of any discharge, dispersal, seepage, migration, release or escape of "pollutants" directly caused by fungicide application, but only when applied solely for the purpose of building maintenance and upkeep and only when applied by a licensed contractor(s), other than the "insured", in compliance with applicable local, state and federal environmental laws and/or regulations; or
10. "Bodily injury" or "property damage" arising out of any discharge, dispersal, seepage, migration, release or escape of "pollutants" that meets all of the following conditions:
 - a. It was accidental and neither expected nor intended by the "insured". This condition would not serve to deny coverage for a non-routine incident where such discharge, dispersal, seepage, migration, release or escape of "pollutants" was a result of an attempt by the

All other terms and conditions remain unchanged.



“insured” to mitigate or avoid a situation where substantial third-party “bodily injury” or “property damage” could occur;

- b. It was demonstrable as having commenced on a specific date during the “policy period”;
- c. Its commencement became known to the “insured” within thirty (30) calendar days;
- d. Its commencement was reported in writing to us within ninety (90) calendar days of becoming known to any director or officer of the “insured”; any manager in your risk management, insurance or legal department; any employee who was authorized by you to give or receive notice of an “occurrence”, claim or “suit”; or any “insured” authorized or responsible to report the commencement; and
- e. Reasonable effort was expended by the “insured” to terminate the discharge, dispersal, seepage, migration, release or escape of “pollutants” as soon as conditions permitted.

However, this endorsement will not operate to provide any coverage with respect to:

- 1. Any site or location principally used by the “insured”, or by others on the “insured’s” behalf, for the handling, storage, disposal, dumping, processing or treatment of waste material;
- 2. Any fines or penalties;
- 3. Any clean up “loss”, cost or expense arising out of any governmental request, demand, order or statutory or regulatory requirement. However, this provision will not apply to third-party clean up “loss”, cost or expense otherwise covered by this endorsement that are also the subject of a governmental request, demand, order or statutory or regulatory requirement;
- 4. Acid rain or acid runoff;
- 5. Clean-up, removal, containment, treatment, detoxification or neutralization of “pollutants” situated on premises which the “insured” owns, rents or occupies at the time of the actual discharge, dispersal, seepage, migration, release or escape of said “pollutants”; or
- 6. Any “bodily injury”, “property damage” or “personal and advertising injury”, or any “loss”, cost or expense arising out of any discharge, dispersal, seepage, migration, release or escape of “pollutants” in knowing violation of or non-compliance with governmental permits.

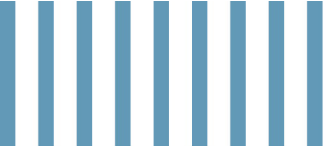
B. The following provision is added to **Item 5.** of the Declarations:

SELF-INSURED RETENTION:

\$1,000,000 Each Occurrence (as respects all damages arising out of any discharge, dispersal, seepage, migration, release or escape of “pollutants” covered under this endorsement). “Defense expenses” will not reduce this “self-insured retention”.

The above “self-insured retention” applies whether or not there is any available scheduled “underlying insurance” or “other insurance”. If there is scheduled “underlying insurance” or “other insurance” applicable to a “loss”, amounts received through such scheduled “underlying insurance” or “other insurance” for payment of the “loss” may be applied to reduce or exhaust

All other terms and conditions remain unchanged.



the above "self-insured retention" if such policies were purchased by the Named Insured to specifically apply as underlying insurance to this policy. However, in no event will amounts received through such scheduled "underlying insurance" or "other insurance" for the payment of "defense expenses" reduce the above "self-insured retention".

C. For the purposes of this endorsement only, the following provision is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **1. Insuring Agreement** and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **1. Insuring Agreement**:

1. We will have no duty to defend any "suit" against the "insured" until the above "self-insured retention" is exhausted by payment of "loss". We will, however, have the right, but not the duty, to participate in the defense of any "suit" and the investigation of any claim to which this endorsement may apply. If we exercise this right, we will do so at our own expense.

D. For the purposes of this endorsement only, the following definition is added to **SECTION V – DEFINITIONS**:

1. "Defense expenses" means a payment allocated to defend a specific "suit", including but not limited to:

- a. attorneys' fees and all other investigation, adjustment and litigation expenses;
- b. premiums on bonds to release attachments;
- c. premiums on appeal bonds required by law to appeal any claim or "suit";
- d. court costs taxed against the "insured" in any "suit";
- e. pre-judgment interest awarded against the "insured"; and
- f. interest that accrues after entry of judgment.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – POLLUTION AND AMENDED SELF-INSURED RETENTION - MAINE

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

- A. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph 2. **Exclusions**, sub-paragraph i. **Pollution**; and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph 2. **Exclusions**, sub-paragraph (13) **Pollution** are deleted in their entirety and replaced with the following:

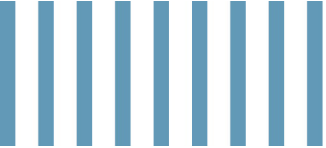
This policy does not apply coverage for:

1. any "bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" anywhere at any time;
2. any "loss", cost or expense arising out of any request, demand, order or statutory or regulatory requirement that the "insured" 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
3. any "loss", cost or expense arising out of any 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".

However, Paragraph 1 of this exclusion shall not apply to:

1. "Bodily injury" or "property damage" arising out of any discharge, dispersal, seepage, migration, release or escape of "pollutants" directly or indirectly caused by fire (including heat, smoke or fumes from a "hostile fire"), explosion, lightning, windstorm, vandalism or malicious mischief, riot or civil commotion, flood, earthquake, automatic sprinkler leakage, collision or upset of an "auto", "mobile equipment" or aircraft;
2. "Bodily injury" sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment used to heat water for personal use, by the building's occupants or their guests or arising out of carbon dioxide or carbon monoxide inhalation due to improper circulation of air;
3. "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids that are needed to perform normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels,

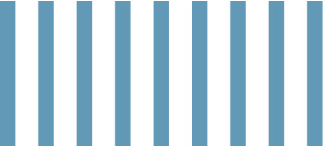
All other terms and conditions remain unchanged.



lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured contractor or subcontractor;

4. "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or by a contractor subcontractor acting on your behalf;
5. "Bodily injury" or "property damage" arising out of fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto" or its parts, if:
 - a. the "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
 - b. the "bodily injury" or "property damage" does not arise out of the operation of any equipment shown in Paragraphs 12(f)(2) and 12(f)(3) of the definition of "mobile equipment";
6. "Bodily injury" or "property damage" arising out of any chemical, compound or material used for the maintenance of a swimming pool, whirlpool, or spa, including but not limited to: chlorine, hydrochloric acid, bromine, sodium hydroxide, sodium bicarbonate, soda ash, diatomaceous earth, muriatic acid;
7. "Bodily injury" sustained within a building and caused by materials or equipment used or installed for the purpose of complying with generally accepted green building standards.
8. "Bodily injury" or "property damage" arising out of any discharge, dispersal, seepage, migration, release or escape of "pollutants" and included within the "products-completed operations hazard" provided that "your product" or "your work" has not at any time been:
 - a. discarded, dumped, abandoned, thrown away; or
 - b. transported, handled, stored, treated, disposed of or processed as waste;by anyone;
9. "Bodily injury" or "property damage" arising out of any discharge, dispersal, seepage, migration, release or escape of "pollutants" directly caused by fungicide application, but only when applied solely for the purpose of building maintenance and upkeep and only when applied by a licensed contractor(s), other than the "insured", in compliance with applicable local, state and federal environmental laws and/or regulations; or
10. "Bodily injury" or "property damage" arising out of any discharge, dispersal, seepage, migration, release or escape of "pollutants" that meets all of the following conditions:
 - a. It was accidental and neither expected nor intended by the "insured". This condition would not serve to deny coverage for a non-routine incident where such discharge, dispersal, seepage, migration, release or escape of "pollutants" was a result of an attempt by the

All other terms and conditions remain unchanged.



“insured” to mitigate or avoid a situation where substantial third-party “bodily injury” or “property damage” could occur;

- b. It was demonstrable as having commenced on a specific date during the “policy period”;
- c. Its commencement became known to the “insured” within thirty (30) calendar days;
- d. Its commencement was reported in writing to us within ninety (90) calendar days of becoming known to any director or officer of the “insured”; any manager in your risk management, insurance or legal department; any employee who was authorized by you to give or receive notice of an “occurrence”, claim or “suit”; or any “insured” authorized or responsible to report the commencement; and
- e. Reasonable effort was expended by the “insured” to terminate the discharge, dispersal, seepage, migration, release or escape of “pollutants” as soon as conditions permitted.

However, this endorsement will not operate to provide any coverage with respect to:

1. Any site or location principally used by the “insured”, or by others on the “insured’s” behalf, for the handling, storage, disposal, dumping, processing or treatment of waste material;
2. Any fines or penalties;
3. Any clean up “loss”, cost or expense arising out of any governmental request, demand, order or statutory or regulatory requirement. However, this provision will not apply to third-party clean up “loss”, cost or expense otherwise covered by this endorsement that are also the subject of a governmental request, demand, order or statutory or regulatory requirement;
4. Acid rain or acid runoff;
5. Clean-up, removal, containment, treatment, detoxification or neutralization of “pollutants” situated on premises which the “insured” owns, rents or occupies at the time of the actual discharge, dispersal, seepage, migration, release or escape of said “pollutants”; or
6. Any “bodily injury”, “property damage” or “personal and advertising injury”, or any “loss”, cost or expense arising out of any discharge, dispersal, seepage, migration, release or escape of “pollutants” in knowing violation of or non-compliance with governmental permits.

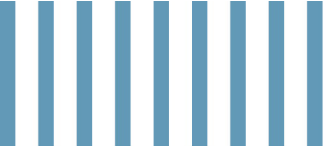
B. The following provision is added to **Item 5.** of the Declarations:

SELF-INSURED RETENTION:

\$1,000,000 Each Occurrence (as respects all damages arising out of any discharge, dispersal, seepage, migration, release or escape of “pollutants” covered under this endorsement). “Defense expenses” will not reduce this “self-insured retention”.

The above “self-insured retention” applies whether or not there is any available scheduled “underlying insurance” or “other insurance”. If there is scheduled “underlying insurance” or “other insurance” applicable to a “loss”, amounts received through such scheduled “underlying insurance” or “other insurance” for payment of the “loss” may be applied to reduce or exhaust

All other terms and conditions remain unchanged.



the above "self-insured retention" if such policies were purchased by the Named Insured to specifically apply as underlying insurance to this policy. However, in no event will amounts received through such scheduled "underlying insurance" or "other insurance" for the payment of "defense expenses" reduce the above "self-insured retention".

C. For the purposes of this endorsement only, the following provision is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **1. Insuring Agreement** and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **1. Insuring Agreement**:

1. We will have no duty to defend any "suit" against the "insured" until the above "self-insured retention" is exhausted by payment of "loss". We will, however, have the right, but not the duty, to participate in the defense of any "suit" and the investigation of any claim to which this endorsement may apply. If we exercise this right, we will do so at our own expense.

D. For the purposes of this endorsement only, the following definition is added to **SECTION V – DEFINITIONS**:

1. "Defense expenses" means a payment allocated to defend a specific "suit", including but not limited to:

- a. attorneys' fees and all other investigation, adjustment and litigation expenses;
- b. premiums on bonds to release attachments;
- c. premiums on appeal bonds required by law to appeal any claim or "suit";
- d. court costs taxed against the "insured" in any "suit"; and
- e. pre-judgment interest awarded against the "insured";

However post-judgment interest that accrues after entry of a judgment will be paid as a supplemental payment without regard to the policy terms.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – POLLUTION AND AMENDED SELF-INSURED RETENTION - MISSOURI

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

- A. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph 2. **Exclusions**, sub-paragraph i. **Pollution**; and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph 2. **Exclusions**, sub-paragraph (13) **Pollution** are deleted in their entirety and replaced with the following:

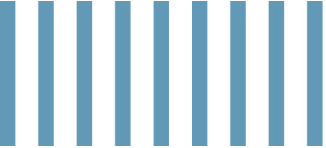
This policy does not apply coverage for:

1. any "bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" anywhere at any time;
2. any "loss", cost or expense arising out of any request, demand, order or statutory or regulatory requirement that the "insured" 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
3. any "loss", cost or expense arising out of any 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".

However, Paragraph 1 of this exclusion shall not apply to:

1. "Bodily injury" or "property damage" arising out of any discharge, dispersal, seepage, migration, release or escape of "pollutants" directly or indirectly caused by fire (including heat, smoke or fumes from a "hostile fire"), explosion, lightning, windstorm, vandalism or malicious mischief, riot or civil commotion, flood, earthquake, automatic sprinkler leakage, collision or upset of an "auto", "mobile equipment" or aircraft;
2. "Bodily injury" sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment used to heat water for personal use, by the building's occupants or their guests or arising out of carbon dioxide or carbon monoxide inhalation due to improper circulation of air;
3. "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids that are needed to perform normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels,

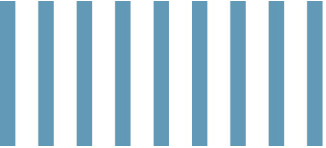
All other terms and conditions remain unchanged.



lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured contractor or subcontractor;

4. "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or by a contractor subcontractor acting on your behalf;
5. "Bodily injury" or "property damage" arising out of fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto" or its parts, if:
 - a. the "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
 - b. the "bodily injury" or "property damage" does not arise out of the operation of any equipment shown in Paragraphs 12(f)(2) and 12(f)(3) of the definition of "mobile equipment";
6. "Bodily injury" or "property damage" arising out of any chemical, compound or material used for the maintenance of a swimming pool, whirlpool, or spa, including but not limited to: chlorine, hydrochloric acid, bromine, sodium hydroxide, sodium bicarbonate, soda ash, diatomaceous earth, muriatic acid;
7. "Bodily injury" sustained within a building and caused by materials or equipment used or installed for the purpose of complying with generally accepted green building standards.
8. "Bodily injury" or "property damage" arising out of any discharge, dispersal, seepage, migration, release or escape of "pollutants" and included within the "products-completed operations hazard" provided that "your product" or "your work" has not at any time been:
 - a. discarded, dumped, abandoned, thrown away; or
 - b. transported, handled, stored, treated, disposed of or processed as waste;by anyone;
9. "Bodily injury" or "property damage" arising out of any discharge, dispersal, seepage, migration, release or escape of "pollutants" directly caused by fungicide application, but only when applied solely for the purpose of building maintenance and upkeep and only when applied by a licensed contractor(s), other than the "insured", in compliance with applicable local, state and federal environmental laws and/or regulations; or
10. "Bodily injury" or "property damage" arising out of any discharge, dispersal, seepage, migration, release or escape of "pollutants" that meets all of the following conditions:
 - a. It was accidental and neither expected nor intended by the "insured". This condition would not serve to deny coverage for a non-routine incident where such discharge, dispersal, seepage, migration, release or escape of "pollutants" was a result of an attempt by the

All other terms and conditions remain unchanged.



"insured" to mitigate or avoid a situation where substantial third-party "bodily injury" or "property damage" could occur;

- b. It was demonstrable as having commenced on a specific date during the "policy period";
- c. Its commencement became known to the "insured" within thirty (30) calendar days;
- d. Its commencement was reported in writing to us within ninety (90) calendar days of becoming known to any director or officer of the "insured"; any manager in your risk management, insurance or legal department; any employee who was authorized by you to give or receive notice of an "occurrence", claim or "suit"; or any "insured" authorized or responsible to report the commencement. No claim will be denied based upon the insured's failure to provide notice within such specified time, unless this failure operates to prejudice the rights of the insurer, as per Missouri regulation 20 CSR 100-1.020. and;
- e. Reasonable effort was expended by the "insured" to terminate the discharge, dispersal, seepage, migration, release or escape of "pollutants" as soon as conditions permitted.

However, this endorsement will not operate to provide any coverage with respect to:

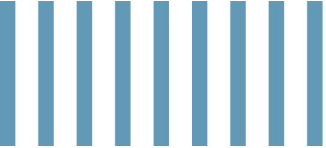
- 1. Any site or location principally used by the "insured", or by others on the "insured's" behalf, for the handling, storage, disposal, dumping, processing or treatment of waste material;
- 2. Any fines or penalties;
- 3. Any clean up "loss", cost or expense arising out of any governmental request, demand, order or statutory or regulatory requirement. However, this provision will not apply to third-party clean up "loss", cost or expense otherwise covered by this endorsement that are also the subject of a governmental request, demand, order or statutory or regulatory requirement;
- 4. Acid rain or acid runoff;
- 5. Clean-up, removal, containment, treatment, detoxification or neutralization of "pollutants" situated on premises which the "insured" owns, rents or occupies at the time of the actual discharge, dispersal, seepage, migration, release or escape of said "pollutants"; or
- 6. Any "bodily injury", "property damage" or "personal and advertising injury", or any "loss", cost or expense arising out of any discharge, dispersal, seepage, migration, release or escape of "pollutants" in knowing violation of or non-compliance with governmental permits.

B. The following provision is added to **Item 5.** of the Declarations:

SELF-INSURED RETENTION:

\$1,000,000 Each Occurrence (as respects all damages arising out of any discharge, dispersal, seepage, migration, release or escape of "pollutants" covered under this endorsement). "Defense expenses" will not reduce this "self-insured retention".

All other terms and conditions remain unchanged.



The above "self-insured retention" applies whether or not there is any available scheduled "underlying insurance" or "other insurance". If there is scheduled "underlying insurance" or "other insurance" applicable to a "loss", amounts received through such scheduled "underlying insurance" or "other insurance" for payment of the "loss" may be applied to reduce or exhaust the above "self-insured retention" if such policies were purchased by the Named Insured to specifically apply as underlying insurance to this policy. However, in no event will amounts received through such scheduled "underlying insurance" or "other insurance" for the payment of "defense expenses" reduce the above "self-insured retention".

C. For the purposes of this endorsement only, the following provision is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **1. Insuring Agreement** and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **1. Insuring Agreement**:

1. We will have no duty to defend any "suit" against the "insured" until the above "self-insured retention" is exhausted by payment of "loss". We will, however, have the right, but not the duty, to participate in the defense of any "suit" and the investigation of any claim to which this endorsement may apply. If we exercise this right, we will do so at our own expense.

D. For the purposes of this endorsement only, the following definition is added to **SECTION V – DEFINITIONS**:

1. "Defense expenses" means a payment allocated to defend a specific "suit", including but not limited to:

- a. attorneys' fees and all other investigation, adjustment and litigation expenses;
- b. premiums on bonds to release attachments;
- c. premiums on appeal bonds required by law to appeal any claim or "suit";
- d. court costs taxed against the "insured" in any "suit";
- e. pre-judgment interest awarded against the "insured"; and
- f. interest that accrues after entry of judgment.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACT OF TERRORISM SELF-INSURED RETENTION

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

- A. **Item 5.** of the Declarations, **Self-Insured Retention** is amended to include the following additional "self-insured retention":

ACT OF TERRORISM SELF-INSURED RETENTION \$ 1,000,000 each "occurrence" (As respects all liability covered under this policy arising out of any Act of Terrorism.) The Act of Terrorism "self-insured retention" will not be reduced or exhausted by "defense expenses".

- B. For the purposes of this endorsement only, and only as it pertains to the duty to defend, **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **1.a. Insuring Agreement**; and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **1.a. Insuring Agreement** is deleted in its entirety and replaced by the following:

We will have no duty to defend any claim or "suit" against the "insured" involving any "act of terrorism". We will, however, have the right, but not the duty, to participate in the defense of any "suit" and the investigation of any claim to which this policy may apply. If we exercise this right, we will do so at our own expense.

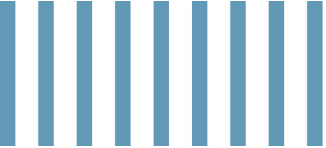
- C. For the purposes of this endorsement only, Paragraph B. **SECTION III – LIMITS OF INSURANCE**, LIMITS OF INSURANCE AMENDMENT, is deleted in its entirety and replaced by the following:

The Act of Terrorism "self-insured retention" applies whether or not there is any applicable underlying insurance listed in the schedule of "underlying insurance" or applicable limits of any other insurance providing coverage to the "insured". If there is applicable underlying insurance listed in the schedule of "underlying insurance" or other insurance providing coverage to the "insured", amounts received through such "underlying insurance" or other insurance for payment of the "loss" may be applied to reduce or exhaust the Act of Terrorism "self-insured retention". However, in no event will amounts received through such "underlying insurance" or other insurance for the payment of "defense expenses" reduce the Act of Terrorism "self-insured retention".

- D. Notwithstanding A., B., and C. above, this Policy does not apply to "loss", injury, damage, claim or "suit", caused by or arising out of, directly or indirectly, or in whole or in part, as a result of or in connection with an "act of terrorism" that occurs in the following countries:

Afghanistan, Algeria, Bahrain, Bangladesh, Bosnia-Herzegovina, Burma, Burundi, Central African Republic, Colombia, Comoros, Congo (Brazzaville), Congo (DRC), Cote d' Ivoire, Cuba, Egypt, Georgia, Guinea-Bissau, Haiti, India, Indonesia, Iran, Iraq, Israel, Jordan, Kenya, Kuwait, Kyrgyzstan, North Korea, Lebanon, Liberia, Libya, Macedonia, Morocco, Nepal, Niger, Nigeria,

All other terms and conditions remain unchanged.



Pakistan, Palestinian Authority, Peru, Philippines, Qatar, Russia, Saudi Arabia, Serbia-Montenegro, Somalia, Spain, Sri Lanka, Sudan, Syria, Thailand, Turkey, Uganda, United Kingdom, Uzbekistan, Venezuela, Yemen or Zimbabwe

E. For the purposes of this endorsement only, the following definitions are added to **SECTION V - DEFINITIONS**:

1. "Act of terrorism" means any act or activities against persons or property that involve any of the following or preparation for any of the following:
 - a. the use or threat of force or violence;
 - b. commission or threat of a dangerous act; or
 - c. commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system.
2. "Defense expenses" means any payment allocated to a specific **Loss**, claim or **Suit** for its investigation, settlement or defense, including but not limited to:
 - a. Attorney's fees and all other investigation, loss adjustment and litigation expenses;
 - b. Premiums on bonds to release attachments;
 - c. Premiums on appeal bonds required by law to appeal any claim or "suit";
 - d. Costs taxed against the "insured" in any claim or "suit";
 - e. Pre-judgment interest awarded against the "insured"; or
 - f. Interest that accrues after entry of judgment.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACT OF TERRORISM SELF-INSURED RETENTION - ALASKA

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

- A. **Item 5.** of the Declarations, **Self-Insured Retention** is amended to include the following additional "self-insured retention":

ACT OF TERRORISM SELF-INSURED RETENTION \$ 1,000,000 each "occurrence" (As respects all liability covered under this policy arising out of any Act of Terrorism.) The Act of Terrorism "self-insured retention" will not be reduced or exhausted by "defense expenses".

- B. For the purposes of this endorsement only, and only as it pertains to the duty to defend, **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **1.a. Insuring Agreement**; and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **1.a. Insuring Agreement** is deleted in its entirety and replaced by the following:

We will have no duty to defend any claim or "suit" against the "insured" involving any "act of terrorism". We will, however, have the right, but not the duty, to participate in the defense of any "suit" and the investigation of any claim to which this policy may apply. If we exercise this right, we will do so at our own expense.

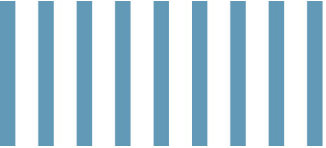
- C. For the purposes of this endorsement only, Paragraph B. **SECTION III – LIMITS OF INSURANCE**, LIMITS OF INSURANCE AMENDMENT, is deleted in its entirety and replaced by the following:

The Act of Terrorism "self-insured retention" applies whether or not there is any applicable underlying insurance listed in the schedule of "underlying insurance" or applicable limits of any other insurance providing coverage to the "insured". If there is applicable underlying insurance listed in the schedule of "underlying insurance" or other insurance providing coverage to the "insured", amounts received through such "underlying insurance" or other insurance for payment of the "loss" may be applied to reduce or exhaust the Act of Terrorism "self-insured retention". However, in no event will amounts received through such "underlying insurance" or other insurance for the payment of "defense expenses" reduce the Act of Terrorism "self-insured retention".

- D. Notwithstanding A., B., and C. above, this Policy does not apply to "loss", injury, damage, claim or "suit", as a result of or in connection with an "act of terrorism" that occurs in the following countries:

Afghanistan, Algeria, Bahrain, Bangladesh, Bosnia-Herzegovina, Burma, Burundi, Central African Republic, Colombia, Comoros, Congo (Brazzaville), Congo (DRC), Cote d' Ivoire, Cuba, Egypt, Georgia, Guinea-Bissau, Haiti, India, Indonesia, Iran, Iraq, Israel, Jordan, Kenya, Kuwait, Kyrgyzstan, North Korea, Lebanon, Liberia, Libya, Macedonia, Morocco, Nepal, Niger, Nigeria,

All other terms and conditions remain unchanged.



Pakistan, Palestinian Authority, Peru, Philippines, Qatar, Russia, Saudi Arabia, Serbia-Montenegro, Somalia, Spain, Sri Lanka, Sudan, Syria, Thailand, Turkey, Uganda, United Kingdom, Uzbekistan, Venezuela, Yemen or Zimbabwe

E. For the purposes of this endorsement only, the following definitions are added to **SECTION V - DEFINITIONS**:

1. "Act of terrorism" means any act or activities against persons or property that involve any of the following or preparation for any of the following:
 - a. the use or threat of force or violence;
 - b. commission or threat of a dangerous act; or
 - c. commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system.
2. "Defense expenses" means any payment allocated to a specific **Loss**, claim or **Suit** for its investigation, settlement or defense, including but not limited to:
 - a. Attorney's fees and all other investigation, loss adjustment and litigation expenses;
 - b. Premiums on bonds to release attachments;
 - c. Premiums on appeal bonds required by law to appeal any claim or "suit";
 - d. Costs taxed against the "insured" in any claim or "suit";
 - e. Pre-judgment interest awarded against the "insured"; or
 - f. Interest that accrues after entry of judgment.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACT OF TERRORISM SELF-INSURED RETENTION - MAINE

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

- A. **Item 5.** of the Declarations, **Self-Insured Retention** is amended to include the following additional "self-insured retention":

ACT OF TERRORISM SELF-INSURED RETENTION \$ 1,000,000 each "occurrence" (As respects all liability covered under this policy arising out of any Act of Terrorism.) The Act of Terrorism "self-insured retention" will not be reduced or exhausted by "defense expenses".

- B. For the purposes of this endorsement only, and only as it pertains to the duty to defend, **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **1.a. Insuring Agreement**; and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **1.a. Insuring Agreement** is deleted in its entirety and replaced by the following:

We will have no duty to defend any claim or "suit" against the "insured" involving any "act of terrorism". We will, however, have the right, but not the duty, to participate in the defense of any "suit" and the investigation of any claim to which this policy may apply. If we exercise this right, we will do so at our own expense.

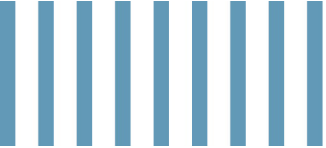
- C. For the purposes of this endorsement only, Paragraph B. **SECTION III – LIMITS OF INSURANCE**, LIMITS OF INSURANCE AMENDMENT, is deleted in its entirety and replaced by the following:

The Act of Terrorism "self-insured retention" applies whether or not there is any applicable underlying insurance listed in the schedule of "underlying insurance" or applicable limits of any other insurance providing coverage to the "insured". If there is applicable underlying insurance listed in the schedule of "underlying insurance" or other insurance providing coverage to the "insured", amounts received through such "underlying insurance" or other insurance for payment of the "loss" may be applied to reduce or exhaust the Act of Terrorism "self-insured retention". However, in no event will amounts received through such "underlying insurance" or other insurance for the payment of "defense expenses" reduce the Act of Terrorism "self-insured retention".

- D. Notwithstanding A., B., and C. above, this Policy does not apply to "loss", injury, damage, claim or "suit", caused by or arising out of, directly or indirectly, or in whole or in part, as a result of or in connection with an "act of terrorism" that occurs in the following countries:

Afghanistan, Algeria, Bahrain, Bangladesh, Bosnia-Herzegovina, Burma, Burundi, Central African Republic, Colombia, Comoros, Congo (Brazzaville), Congo (DRC), Cote d' Ivoire, Cuba, Egypt, Georgia, Guinea-Bissau, Haiti, India, Indonesia, Iran, Iraq, Israel, Jordan, Kenya, Kuwait, Kyrgyzstan, North Korea, Lebanon, Liberia, Libya, Macedonia, Morocco, Nepal, Niger, Nigeria,

All other terms and conditions remain unchanged.



Pakistan, Palestinian Authority, Peru, Philippines, Qatar, Russia, Saudi Arabia, Serbia-Montenegro, Somalia, Spain, Sri Lanka, Sudan, Syria, Thailand, Turkey, Uganda, United Kingdom, Uzbekistan, Venezuela, Yemen or Zimbabwe

E. For the purposes of this endorsement only, the following definitions are added to **SECTION V - DEFINITIONS**:

1. "Act of terrorism" means any act or activities against persons or property that involve any of the following or preparation for any of the following:
 - a. the use or threat of force or violence;
 - b. commission or threat of a dangerous act; or
 - c. commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system.
2. "Defense expenses" means any payment allocated to a specific **Loss**, claim or **Suit** for its investigation, settlement or defense, including but not limited to:
 - a. Attorney's fees and all other investigation, loss adjustment and litigation expenses;
 - b. Premiums on bonds to release attachments;
 - c. Premiums on appeal bonds required by law to appeal any claim or "suit";
 - d. Costs taxed against the "insured" in any claim or "suit"; or
 - e. Pre-judgment interest awarded against the "insured";

However post-judgment interest that accrues after entry of a judgment will be paid as a supplemental payment without regard to the policy terms.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – WATER SPORTS

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

- A. The following exclusion is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. Exclusions**; and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**:

Water Sports

1. This policy does not provide coverage for any liability caused by or arising out of, directly or indirectly, in whole or in part, the rental, ownership, maintenance, use or entrustment to others of the any of the following:
 - a. jet skis;
 - b. water skis, wakeboards or water tubing equipment;
 - c. kayaks or canoes;
 - d. windsurfing or paddle boarding equipment;
 - e. water jet packs;
 - f. water trampolines or other types of water playground/jungle gym equipment;
 - g. parasailing equipment;
 - h. water gliding equipment; or
 - i. any other water sports equipment.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONCURRENT CAUSATION - ALASKA

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

The following is added to Paragraph **1. Insuring Agreement** of **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

We will not deny a claim if a risk, hazard, or contingency insured against is the dominant cause of a loss and an excluded risk, hazard, or contingency is also in a chain of causes but operates on a secondary basis.

All other terms and conditions of the policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OHIO AMENDATORY

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Form.

In consideration of the premium charged, the Policy is amended as follows:

- I. The Master Policy Declarations, Form No. PRP 00 01 A CW 07 23, **Item 4. Limits of Liability**, General Aggregate Limit is deleted in its entirety and replaced with the following:

Aggregate Limit

- II. The Member Certificate of Participation, Form No. PRP 00 03 CW 07 23, the title is deleted in its entirety and replaced with the following:

MEMBER CERTIFICATE OF PARTICIPATION – COMMERCIAL LIABILITY UMBRELLA COVERAGE

- III. The Member Certificate of Participation, Form No. PRP 00 03 CW 07 23, the last sentence is deleted in its entirety and replaced with the following:

This Member Certificate of Participation, together with the policy provisions, forms and endorsements indicated below; form a part of, and complete, the above numbered policy.

- IV. SECTION III. LIMITS OF INSURANCE, paragraph 3. is deleted in its entirety and replaced with the following:

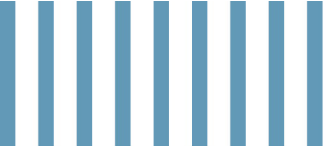
3. Subject to Paragraph **2.** above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under Coverage **A** because of all "bodily injury" and "property damage" arising out of any one "occurrence" and under Coverage **B** for the sum of all "ultimate net loss" because of all "personal and advertising injury" sustained by any one person or organization.

- V. SECTION III. LIMITS OF INSURANCE, paragraph 4. is deleted in its entirety and replaced with the following:

4. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

- VI. SECTION V – DEFINITIONS, Definition 20. "self-insured retention" is deleted in its entirety and replaced with the following:

20. "Self-insured retention" means the dollar amount listed in the Declarations and the Member Certificate of Participation that will be paid by the insured before this insurance becomes applicable only with respect to "occurrences" or offenses not covered by the "underlying insurance". The "self-insured retention" does not apply to "occurrences" or offenses which would have been covered by "underlying insurance" but for the exhaustion of applicable limits.



VII. Section V – Definitions, Definition 23. “ultimate net loss” is amended by addition of the following:

Notwithstanding any provision of the Commercial Liability Umbrella Form or any endorsements thereto, “ultimate net loss” does not include punitive, exemplary and multiplied damages awarded in a judgment or “suit” against an insured by a court of competent jurisdiction when applying the law of the State of Ohio.

VIII. With respect to all endorsements and schedules forming a part of the Commercial Liability Umbrella Form, any reference to Form No. PRP 10 17 07 23 is deleted in its entirety.

IX. With respect to all coverages provided under the Commercial Liability Umbrella Form and any endorsements thereto, where any words that contain quotation marks appear that are not defined terms, including but not limited to policy period, loss, and other insurance, such quotation marks are deleted in their entirety.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions remain unchanged.

PRP 20 01 OH 05 24	Contains copyrighted material of the Insurance Services Office, Inc. with its permission.	Page 2 of 2
--------------------	---	-------------



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONCURRENT CAUSATION - WASHINGTON

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form.

In consideration of the premium charged, the Policy is amended as follows:

The following is added to Paragraph **1. Insuring Agreement** of **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

We will not deny a claim if a risk, hazard, or contingency insured against is the dominant cause of a loss and an excluded risk, hazard, or contingency is also in a chain of causes but operates on a secondary basis.

All other terms and conditions of the policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES - EXTENDED REPORTING PERIOD OPTIONS - VERMONT

This Endorsement shall be attached to and form a part of the Commercial Liability Umbrella Coverage Form. In consideration of the premium charged, the Policy is amended as follows:

To the extent that the policy may provide claims-made coverage and the insurer is required to offer an Extended Reporting Period, the insurer will offer the insured an option for an Extended Reporting Period which reinstates the limits of liability of the expiring policy.

All other terms and conditions remain unchanged.

PRP 20 10 VT 10 23	Contains copyrighted material of the Insurance Services Office, Inc. with its permission.	Page 1 of 1
--------------------	---	-------------

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
SCHEDULE

<p>Premises: See Schedule of Locations Covered at Inception on Member Certificate of Participation.</p>
<p>Project Or Operation: If no location is scheduled above, then reference the individual member Certificate of Participation or Locations/Premises attached thereto.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A. Paragraph **A.** applies unless Endorsement **CU 27 00** is attached to the Policy. If Endorsement **CU 27 00** is attached to the Policy, only Paragraph **B.** applies.
 - 1. Paragraph **1.c.** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:
 - c. This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:
 - (1) The "bodily injury" or "property damage":
 - (a) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
 - (b) Arises out of the project or operation shown in the Schedule;
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph **1.a.** of Section **II – Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- 2. Paragraph **1.c.** under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:
 - c. This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:
 - (1) The offense arises out of your business:
 - (a) Performed on the premises shown in the Schedule; or

(b) In connection with the project or operation shown in the Schedule; and

(2) The offense was committed during the policy period.

However, with respect to Paragraph 1.c.(1)(a) of this Insuring Agreement, if the "personal and advertising injury" is caused by:

(1) False arrest, detention or imprisonment; or

(2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

B. If Endorsement **CU 27 00** is attached to the Policy, Paragraphs **A.** and **B.** of Endorsement **CU 27 00** are replaced by the following:

A. Paragraphs **1.c.**, **1.d.**, **1.e.** and **1.f.** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** are replaced by the following:

c. This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:

(1) The "bodily injury" or "property damage":

(a) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

(b) Arises out of the project or operation shown in the Schedule;

(2) The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Declarations of the "underlying insurance" or after the end of the policy period; and

(3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph **1.d.** of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Extended Reporting Periods.

d. A claim by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

(1) When notice of such claim is received and recorded by any insured or by the "underlying insurer" or us if the limits of the "underlying insurance" have been used up, whichever comes first; or

(2) When we make settlement in accordance with Paragraph **1.a.** of this Insuring Agreement, or settlement is made by the "underlying insurer" with our agreement.

e. All claims for damages because of "bodily injury" to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury", will be deemed to have been made at the time the first of those claims is made against any insured.

f. All claims for damages because of "property damage" causing loss to the same person or organization will be deemed to have been made at the time the first of those claims is made against any insured.

B. Paragraph **1.c.** of **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

c. This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:

(1) The offense arises out of your business:

(a) Performed on the premises shown in the Schedule; or

(b) In connection with the project or operation shown in the Schedule;

(2) The offense was not committed before the Retroactive Date, if any, shown in the Declarations of the "underlying insurance" or after the end of the policy period; and

(3) A claim for damages because of the "personal and advertising injury" is first made against any insured, in accordance with Paragraph **1.d.** of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Extended Reporting Periods.

However, with respect to Paragraph **1.c.(1)(a)** of this Insuring Agreement, if the "personal and advertising injury" is caused by:

- (1)** False arrest, detention or imprisonment;
or
- (2)** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

<p>Description Of Designated Ongoing Operation(s):</p> <ol style="list-style-type: none"> 1. Adult or Child Daycare Services when performed by or on behalf of the "insured" to third parties for a fee; 2. Assisted Living Facilities; 3. Construction Companies performing services by or on behalf of the "insured" to third parties for a fee; 4. Security Guard Services, when performed by or on behalf of the "insured" to third parties for a fee; 5. Schools; 6. Religious Organizations or Institutions; 7. Wrap Up's or Similar Construction Projects; and 8. Homeless Shelters or Transitional Housing.
<p>Specified Location (If Applicable):</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to "bodily injury" or "property damage" arising out of the ongoing operations described in the Schedule of this endorsement, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

Unless a "location" is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific "location" is designated in the Schedule of this endorsement, this exclusion applies only to the described ongoing operations conducted at that "location".

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CROSS SUITS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Cross Suits**
- Any claim made or "suit" brought by any Named Insured under this policy against another Named Insured under this policy for damages because of "bodily injury" or "property damage".
- B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Cross Suits**
- Any claim made or "suit" brought by any Named Insured under this policy against another Named Insured under this policy for damages because of "personal and advertising injury".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EXTERIOR INSULATION AND FINISH SYSTEMS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A.** This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of, caused by, or attributable to, whether in whole or in part, the following:
1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
 2. "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system", or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.
- B.** The following definition is added to the Definitions Section:
- "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:
1. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
 2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
 3. A reinforced or unreinforced base coat;
 4. A finish coat providing surface texture to which color may be added; and
 5. Any flashing, caulking or sealant used with the system for any purpose.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA CHANGES – REPRESENTATIONS OR FRAUD

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Paragraph **7.d.** of the **Representations Or Fraud** Condition of **Section IV – Conditions** is replaced by the following:

- d.** We will not provide coverage in any case of fraud by you as it relates to this policy or any claim under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MASSACHUSETTS RESIDENTIAL FUEL TANK EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A.** If coverage is provided in the "underlying insurance" for injury or damage caused by a release of heating oil from a residential fuel tank incident or response action costs resulting from a release or threat of release of heating oil from a residential fuel tank incident as specified by Section 4D, Chapter 175 of the laws of Massachusetts, the following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability and supersedes any provision to the contrary:

Residential Fuel Tank Exclusion

This insurance does not apply to:

1. Injury or damage caused by a "residential fuel tank incident"; or
2. "Response action costs" resulting from a "residential fuel tank incident".

- B.** The following definitions are added:

1. "Insured residential tank" means a liquid fuel tank at a "residential property" in which heating oil is stored and from which heating oil is delivered or pumped through a fuel supply line to a device for burning oil in heating appliances, whether located within a dwelling or other structure and installed at or below grade level, or located outdoors, if you have provided us with proof that such tank is in compliance with Massachusetts law governing release prevention, pursuant to applicable Subsection (b) or (c) of Section 38J of Chapter 148 of the laws of Massachusetts.

"Insured residential tank" also includes any piping, fuel supply lines, equipment or systems connected thereto.

"Insured residential tank" does not mean any underground storage tanks, wherever located, or piping, fuel supply lines, equipment or systems connected thereto.

2. "Residential fuel tank incident" means a release or threat of release of heating oil into the environment from an "insured residential tank".

The entirety of continuous or repeated releases or threats of release from the same "insured residential tank" shall be deemed to be one "residential fuel tank incident".

3. "Residential property" means a dwelling owned by you, used for living or sleeping, consisting of one, two, three or four units.
4. "Response action costs" means reasonable and necessary expenses incurred by you in response to a "residential fuel tank incident" for response action as specified in Chapters 21E or 21K of Massachusetts law or regulations promulgated thereto.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A.** Paragraph **A.2.** of the **Cancellation** Common Policy Condition is replaced by the following:
- 2.** We may cancel this policy by giving the first Named Insured written notice of cancellation at least:
 - a.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b.** 30 days before the effective date of cancellation if we cancel for any other reason.
- B.** Paragraph **A.6.** of the **Cancellation** Common Policy Condition is replaced by the following:
- 6.** If notice is mailed, proof of mailing of any notice will be sufficient proof of notice.
- C.** Paragraph **2.b.** of **Exclusions** of **Section I – Coverages – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:
- 2. Exclusions**

This insurance does not apply to:

 - b. Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

 - (1)** That the insured would have in the absence of the contract or agreement; or
 - (2)** Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.
- D. Section I – Coverages – Supplementary Payments – Coverages A And B** is replaced by the following:
- 1.** We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a.** All expenses we incur.
 - b.** Up to \$2,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c.** The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e.** All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f.** Prejudgment interest awarded against the insured on that part of the judgment we pay.
 - g.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- These payments will not reduce the limits of insurance.

2. When we have the right but not the duty to defend the insured and elect to participate in the defense, we will pay our own expenses but will not contribute to the expenses of the insured or the "underlying insurer".
3. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
 - b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.
- E. The following is added to Paragraph 1. **Appeals of Section IV – Conditions:**
All such costs and expenses are payable in addition to the limit of liability.
 - F. Paragraph a. of 2. **Bankruptcy Of Insured of Section IV – Conditions** is replaced by the following:
 - a. **Bankruptcy Of Insured**
Bankruptcy, insolvency or dissolution of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part, and in case an execution against the insured on a final judgment is returned unsatisfied, then such judgment creditor shall have a right of action on this Coverage Part against the company to the same extent that the insured would have, had the insured paid the final judgment.
 - G. The following is added to Paragraph 3. **Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Conditions:**
The requirement to notify us can be satisfied by notifying our agent. Notice can be by any means of communication.
 - H. Paragraph d. of 7. **Representations Or Fraud of Section IV – Conditions** is replaced by the following:
 - d. This policy is void in the event:
 - (1) You have made any misrepresentation with the intent to deceive and defraud; or
 - (2) You have made any misrepresentation that increases the risk of loss.

- I. The following is added to Paragraph **9. Transfer Of Rights Of Recovery Against Others To Us** Condition of **Section IV – Conditions**:

Our rights do not apply against any person or organization insured, under this or any other Coverage Part we issue, with respect to the same "occurrence".

- J. Paragraph **10. When We Do Not Renew** Condition under **Section IV – Conditions** is replaced by the following:

If we decide not to renew or continue this Coverage Part, we will give the first Named Insured shown in the Declarations and any agent notice of our intent not to renew at least 30 days before the expiration date. Such notice will be mailed or delivered to the first Named Insured and any agent at their last mailing addresses known to us.

If notice is mailed, proof of mailing of any notice will be sufficient proof of notice.

- K. Paragraph **C. Examinations Of Your Books And Records** of the Common Policy Conditions is replaced by the following:

C. Examinations Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to one year afterward.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. Changes To Who Is An Insured

1. Paragraph **2.b.(3)** of **Section II – Who Is An Insured** is replaced by the following:

(3) Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

However, we will provide liability coverage to such person if there is no other valid and collectible insurance available to respond for damages for which that "insured" is legally responsible at limits equal to or greater than the statutory minimum limit of liability specified in WIS. STAT. ch. 344. This applies whether such insurance is primary, excess or contingent. We will provide such coverage up to the statutory minimum limit of liability. The statutory minimum limit for each "occurrence" is \$60,000 for "bodily injury" and "property damage".

2. Paragraph **2.b.(6)** of **Section II – Who Is An Insured** does not apply if the "bodily injury" results from the use of a "covered auto" you do not own or lease.

B. Changes In Conditions

1. The following is added to **Changes** (Common Policy Conditions):

If one of our agents knows of a fact that breaches a condition of this Coverage Part, we will be considered to have knowledge of this same fact if:

- a. The agent knows of this fact at the time the Coverage Part is issued or an application is made; or
- b. The agent later learns of this fact in the course of his dealings as an agent with you.

Any fact that breaches a condition of this Coverage Part and is known to the agent prior to loss shall not void the Coverage Part or prevent a recovery in the event of loss.

2. The **Legal Action Against Us** Condition of **Section IV – Conditions** does not apply.

3. The following is added to Condition **7. Representations, Concealment Or Fraud** of **Section IV – Conditions**:

No misrepresentation or breach of affirmative warranty made by you or on your behalf in the negotiation of this Coverage Part affects our obligation under this Coverage Part unless:

- a. We rely on it and it is either material or made with intent to deceive; or
- b. The facts misrepresented or falsely warranted contribute to the loss.

No failure of a condition before the loss and no breach of a promissory warranty affect our obligation under this Coverage Part unless such failure or breach:

- a. Exists at the time of the loss; and
- b. Either increases the risk at the time of the loss or contributes to the loss.

The provisions of this condition do not apply to nonpayment of premium. If we elect to rescind this policy, we will notify the "insured" of our intention within 60 days after acquiring knowledge of sufficient facts to constitute grounds for rescission.

4. Condition **9. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions** is replaced by the following:

In the event of any payment under this Coverage Part, we will be entitled to the insured's rights of recovery against any person or organization and the insured will do whatever is necessary to secure such rights. We will be entitled to a recovery only after the insured has been fully compensated for damages.

5. The following is added to Condition 3. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Conditions:

In the event of "occurrence", claim, "suit" or "loss", you must give us or our authorized representatives notice as soon as reasonably possible of the "occurrence" or "loss".

6. Conformity To Statute Or Rule

Any provision of this policy (including endorsements which modify the policy) that is in conflict with a Wisconsin statute or rule is hereby amended to conform to that statute or rule.

The term rule means a valid rule promulgated by the Commissioner of Insurance in accordance with the rule-making authority conferred under WIS. STAT. Section 227.11(2) and published in the Wisconsin Administrative Code.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOUISIANA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. Paragraph 1.a. of Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability is replaced with the following:

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "bodily injury" or "property damage" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. We will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. At our discretion, we may investigate any "occurrence" that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

- (1)** The amount we will pay for the "ultimate net loss" is limited as described in Section III – Limits Of Insurance; and
- (2)** Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage **A** or **B**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

B. Paragraph 1.a. of Section I – Coverages, Coverage B – Personal And Advertising Injury Liability is replaced with the following:

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "personal and advertising injury" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. We will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. At our discretion, we may investigate any offense that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

- (1)** The amount we will pay for the "ultimate net loss" is limited as described in Section III – Limits Of Insurance; and
- (2)** Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage **A** or **B**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

C. The lead-in to Paragraph 2.b. of **Section II – Who Is An Insured** is replaced by the following:

b. Anyone else while using with your express or implied permission a "covered auto" you own, hire or borrow is also an insured except:

D. **Section IV – Conditions** is revised as follows:

1. Paragraph 4. **Legal Action Against Us** is replaced by the following:

4. Legal Action Against Us

A person or organization may bring a "suit" against us including, but not limited to, a "suit" to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

2. Paragraph 7.d. of the **Representations Or Fraud** Condition is replaced by the following:

d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy. However, such avoidance of coverage applies only to the extent that such acts or omissions are made with the intent to deceive at the time of application under this Coverage Form.

3. Paragraph 9. **Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

9. Transfer Of Rights Of Recovery Against Others To Us

In the event of any payment under this Coverage Part, we will be entitled to the insured's rights of recovery against any person or organization, and the insured will do whatever is necessary to secure such rights. Our right to recover is subordinate to the insured's right to be fully compensated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WYOMING CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A.** The following is added to Paragraph **1.a.(2)** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and **Section I – Coverage B – Personal And Advertising Injury Liability**:
- The tender of the limits of insurance before judgment or settlement does not relieve us of our duty to defend.
- B.** The following is added as the final full paragraph of Paragraph **1.**, **Insuring Agreement** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and **Section I – Coverage B – Personal And Advertising Injury Liability**:
- Damages include prejudgment interest awarded against the insured.
- C.** Paragraph **1.f.** dealing with prejudgment interest in **Section I – Supplementary Payments – Coverages A And B** is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH DAKOTA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The **Legal Action Against Us** Condition (Section IV – Conditions) is replaced by the following:

Legal Action Against Us

No person or organization has a right under this Coverage Part to join us as a party or otherwise bring us into a "suit" asking for damages from an insured.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A.** With respect to a "covered auto" subject to Michigan no-fault law, the following exclusion is added to Paragraph **2. Exclusions of Coverage A – Bodily Injury And Property Damage Liability**:
This insurance does not apply to:
"Property damage" to a motor vehicle caused by an "occurrence" in Michigan.
- B.** Paragraph **a.(4) Criminal Acts** of Paragraph **2. Exclusions** under **Coverage B – Personal And Advertising Injury Liability** is replaced by the following:
This insurance does not apply to:
a. "Personal and advertising injury":
(4) Criminal Acts
Arising out of a criminal act committed by or at the direction of the insured.
However, this exclusion only applies to the extent that the insured:
(a) Admits, under oath; or
(b) Is determined in any legal proceeding; to have committed or directed the criminal act. For purposes of this exclusion, a determination in any legal proceeding includes, but is not limited to, a criminal conviction, a judgment, decree, ruling or order pronounced by any court of competent jurisdiction or an order or ruling pronounced by any administrative agency.
- C.** The paragraph relating to prejudgment interest in **Section I – Supplementary Payments** is replaced by the following:
Prejudgment interest awarded against the insured on that part of the judgment we pay.
- D.** With respect to the **Duties** Condition in **Section IV – Conditions**:
1. Notice given by or on behalf of the insured to our authorized agent, with particulars sufficient to identify the insured, shall be considered notice to us.
 2. The last sentence of Paragraph **3.b.** is deleted.
 3. The reference to Paragraph **d.** is amended to read Paragraph **e.**
 4. The following is added:
d. Failure to give any notice required by this Condition within the time period specified shall not invalidate any claim made by you if it shall be shown not to have been reasonably possible to give notice within the prescribed time period and that notice was given as soon as was reasonably possible.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES – UNDERLYING CLAIMS-MADE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

If any "underlying insurance" is written on a claims-made basis, the following applies to the insurance provided by this policy which is excess over that underlying insurance:

- A. Paragraphs 1.c.(2), 1.c.(3), 1.d., 1.e. and 1.f. of Section I – Coverage A – Bodily Injury And Property Damage Liability** are replaced by the following:
- 1. Insuring Agreement**
 - c.** This insurance applies to "bodily injury" and "property damage" only if:
 - (2)** The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Declarations of the "underlying insurance" or after the end of the policy period; and
 - (3)** A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph **d.** below, during the policy period or any Extended Reporting Period we provide under Extended Reporting Periods.
 - d.** A claim by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
 - (1)** When notice of such claim is received and recorded by any insured or by the "underlying insurer" or us, whichever comes first; or
 - (2)** When we make settlement in accordance with Paragraph **1.a.** above, or settlement is made by the "underlying insurer" with our agreement.
 - e.** All claims for damages because of "bodily injury" to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury", will be deemed to have been made at the time the first of those claims is made against any insured.
 - f.** All claims for damages because of "property damage" causing loss to the same person or organization will be deemed to have been made at the time the first of those claims is made against any insured.
- B. Paragraph 1.c. of Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:
- 1. Insuring Agreement**
 - c.** This insurance applies to "personal and advertising injury" caused by an offense arising out of your business, but only if:
 - (1)** The offense was committed in the "coverage territory";
 - (2)** The offense was not committed before the Retroactive Date, if any, shown in the Declarations of the "underlying insurance" or after the end of the policy period; and
 - (3)** A claim for damages because of the "personal and advertising injury" is first made against any insured, in accordance with Paragraph **d.** below, during the policy period or any Extended Reporting Period we provide under Extended Reporting Periods.
- C. The following is added to Paragraph 1. of Section I – Coverage B – Personal And Advertising Injury Liability:**
- 1. Insuring Agreement**
 - d.** A claim made by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
 - (1)** When notice of such claim is received and recorded by any insured or by the "underlying insurer" or us, whichever comes first; or

- (2) When we make settlement in accordance with Paragraph 1.a. above or settlement is made by the "underlying insurer" with our agreement.

All claims for damages because of "personal and advertising injury" to the same person or organization as a result of an offense will be deemed to have been made at the time the first of those claims is made against any insured.

- D. Exclusion 2.a.(3) **Material Published Prior To Policy Period of Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

This insurance does not apply to:

- a. "Personal and advertising injury":

(3) Material Published Prior To Policy Period

Arising out of oral or written publication, in any manner, of material whose first publication took place before the Retroactive Date, if any, shown in the Declarations.

- E. The following is added to **Section IV – Conditions:**

Your Right To Claim and Occurrence Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding Underlying Claims-made Coverage Endorsement we have issued to you during the previous three years:

- a. A list or other record of each "occurrence", not previously reported to any other insurer, of which we were notified in accordance with Paragraph 3.a. of the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition (Section IV). We will include the date and brief description of the "occurrence" if that information was in the notice we received.
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

If we cancel or elect not to renew the Underlying Claims-made Coverage endorsement, we will provide such information no later than 30 days before the date of policy termination. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured within 60 days after the end of the policy period. In this case, we will provide this information within 30 days of receipt of the request.

We compile claim and "occurrence" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

- F. The following section is added:

Extended Reporting Period

1. With respect to any "underlying insurance" written on a claims-made basis, we will provide an Extended Reporting Period, as described below, if:
- a. This Coverage Part is cancelled or not renewed; or
- b. "Underlying insurance" written on a claims-made basis is renewed or replaced with insurance that:
- (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
- (2) Does not apply to "bodily injury", "property damage" or "personal and advertising injury" on a claims-made basis.
2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to claims for:
- a. "Bodily injury" or "property damage" that occurs before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations of the "underlying insurance"; or
- b. "Personal and advertising injury" caused by an offense committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations of the "underlying insurance".

Once in effect, the Extended Reporting Period may not be cancelled.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:
 - a. Five years with respect to claims because of "bodily injury" and "property damage" arising out of an "occurrence" reported to us, not later than 60 days after the end of the policy period, in accordance with Paragraph 2.a. of the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition in Section IV – Conditions;
 - b. Five years with respect to claims because of "personal and advertising injury" arising out of an offense reported to us, not later than 60 days after the end of the policy period, in accordance with Paragraph 2.a. of the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition in Section IV – Conditions; and
 - c. 60 days with respect to claims arising from "occurrences" or offenses not previously reported to us.

The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

The Basic Extended Reporting Period does not apply if the Supplemental Extended Reporting Period is purchased.

4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.

5. A Supplemental Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge. This supplemental period starts with the end of the policy period.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this Coverage Part for future payment of damages; and
- d. Other related factors.

This endorsement shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period.

6. If the Supplemental Extended Reporting Period is in effect, we will provide a supplemental aggregate limit of insurance equal to the dollar amount of the Aggregate Limit shown in the Declarations in effect at the end of the policy period, but only for claims first received and recorded during the Supplemental Extended Reporting Period.

Limits of Insurance will be amended accordingly. The Personal And Advertising Injury Limit and the Each Occurrence Limit shown in the Declarations will then continue to apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Paragraph **9. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions** is revised by the addition of the following:

We shall be entitled to a recovery only after the insured has been fully compensated for damages.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

CHANGES IN CONDITIONS

1. The **Legal Action Against Us** Condition does not apply.
2. With respect to "covered autos", the **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:
 - a. We shall be entitled to a recovery only after the "insured" has been fully compensated for damages.
 - b. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

3. With respect to "covered autos", the **Representation Or Fraud** Condition is replaced by the following:

FRAUD OR MISREPRESENTATION

Subject to UTAH CODE ANN. SECTION 31a-21-105, this Coverage Form may be voided in the event of fraud or misrepresentation by you or any other "insured" relating to:

- a. This Coverage Form;
 - b. The covered "auto";
 - c. Your interest in the covered "auto"; or
 - d. A claim under this Coverage Form.
4. Except with respect to "covered autos", the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** is amended to include:
"Notice to our authorized representative is notice to us".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Paragraph **2.b.(6)** of **Section II – Who Is An Insured** is replaced by the following:

- (6)** "Employees" with respect to "bodily injury" to any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. The exclusion contained in Paragraph **2.m.(4)** of Coverage **A** – Bodily Injury And Property Damage Liability does not apply to "property damage" to a residence or private garage caused by a "covered auto" of the private passenger type.
2. Paragraph **1.** of Supplementary Payments – Coverages **A** and **B** of Section **I** – Coverages is amended as follows for liability arising out of the ownership, maintenance or use of "covered autos":
 - a. Paragraph **1.b.** is replaced by the following:

We will pay for the insured up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations). We do not have to furnish these bonds.
 - b. The following are added:

We will pay all expenses incurred by an insured for first aid to others at the time of an "occurrence".

At your request we will issue (or arrange for the issuance of) a bond to release attachments. The amount of the bond will not exceed the limit of liability stated in the policy.
3. Paragraph **2.b.(6)** contained in **Section II – Who Is An Insured** is replaced by the following:

Your "employees" with respect to "bodily injury" to any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, we will cover "bodily injury" caused by your "employee" to his fellow "employee".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARYLAND CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Paragraph 6.b. Premium Audit of Section IV – Conditions is replaced by the following:

- b.** Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is 30 days from the date of the bill. If the sum of the advance and audit premiums paid for the policy is greater than the earned premium, we will return the excess to the first Named Insured.

B. Paragraph 7.d. Representations Or Fraud Of Section IV – Conditions is replaced by the following:

- d.** We do not provide coverage for an insured who has made fraudulent statements or engaged in fraudulent conduct in connection with any "occurrence" or loss for which coverage is sought under this policy.

However, we will provide Liability Coverage to such insured for damages sustained by any person who has not made fraudulent statements or engaged in fraudulent conduct if such damages result from an "occurrence" which is otherwise covered under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph **9. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions** is replaced by the following:

- 9.** If we make any payment due to an "occurrence" and the insured recovers from another party in a separate claim or "suit", the insured shall hold the proceeds in trust for us and pay us back the amount we have paid less reasonable attorneys' fees, costs and expenses incurred by the insured to the extent such payment duplicates any amount we have paid under this coverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES – COMMON-INTEREST ASSOCIATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include the following as an insured:
Each individual unit-owner or each individual lot-owner of the insured association, but only with respect to liability arising out of:
1. the unit-owner's or lot-owner's ownership interest in the common elements and facilities;
 2. the unit-owner's or lot-owner's membership in the association; and
 3. maintenance, repair, or replacement of common elements and facilities.
- B.** The following paragraph is added to **Section IV – Conditions:**
Acts Or Omissions By Unit-Owners Or Lot-Owners
No act or omission by any unit-owner or lot-owner, unless acting within the scope of the unit-owner's or lot-owner's authority on behalf of the association, will void the policy or be a condition to recovery under the policy.
- C.** The following is added to Paragraph **9. Transfer Of Rights Of Recovery Against Others To Us (Section IV – Conditions):**
We waive any rights, which the Transfer Of Rights Of Recovery Against Others To Us Condition may give us against:
- a. any unit-owner or lot-owner; and
 - b. any person residing with the unit-owner or lot-owner, if the unit-owner resides in the unit or lot-owner resides on the lot.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KANSAS CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Paragraph **d.** of the **Representations Or Fraud** Condition is replaced by the following:

- d.** No payment will be made under this policy if you or any other insured in relation to an insurance application, rating, claim or coverage under this policy knowingly and with intent to defraud:
- (1)** Presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral or telephonic communication or statement which such person knows to contain materially false information concerning any material fact; or
 - (2)** Conceals information concerning any material fact for the purpose of misleading.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISTRICT OF COLUMBIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Suspension Of Coverage

With respect to liability arising out of the ownership, maintenance or use of "covered autos", in accordance with the requirements of District of Columbia law, all coverages provided by this coverage form shall be suspended for you or any "family member" while operating any vehicle during any period when that person's driver's license is suspended or revoked.

B. Additional Definitions

As used in this endorsement:

"Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES – COVERED AUTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

CHANGES IN LIABILITY COVERAGE

- A.** Paragraph **m.(4)** contained in **Paragraph 2. Exclusions** of Coverage **A** does not apply to "property damage" to a residence or private garage caused by a "covered auto" of the private passenger type.
- B.** Paragraph **2.** contained in **Section II – Who Is An Insured** is replaced by the following:

WHO IS AN INSURED

Only with respect to liability arising out of the ownership, maintenance, or use of "covered autos":

- 1.** You, your executives and partners (if you are a partnership), or members (if you are a limited liability company) are insureds. However, executives, partners or members are not insureds for their own "autos".
- 2.** Anyone else while using with your permission a "covered auto" you own, hire or borrow except:
 - a.** The owner of a "covered auto" you hire or borrow from one of your "employees" or a member of his or her household.
 - b.** Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.

- c.** Anyone other than your "employees", partners (if you are a partnership), or members (if you are a limited liability company), a lessee or borrower or any of their "employees", while moving property to or from a "covered auto".
 - d.** "Employees" with respect to "bodily injury" to any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.
- 3.** Anyone liable for the conduct of an insured described above but only to the extent of that liability. However, the owner or anyone else from whom you hire or borrow a "covered auto" is an insured only if that "auto" is a trailer or semitrailer connected to a "covered auto" you own.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A. Exclusion m. of Coverage A – Bodily Injury And Property Damage Liability** is revised by the addition of the following:

m. Damage To Property

Paragraphs **(1)(a), (3)** and **(4)** of this exclusion do not apply to "property damage" involving an "auto" loaned to you, with or without consideration, by a person engaged in the business of selling, repairing or servicing "autos" as a temporary substitute for an "auto" you own. This provision only applies if your business is other than selling, repairing or servicing "autos".

- B. Paragraph 13. Maintenance Of/Changes To Underlying Insurance of Section IV – Conditions** is replaced by the following:

13. Maintenance Of/Changes To Underlying Insurance

Any "underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of the aggregate limit in accordance with the provisions of such "underlying insurance" that results from payment of claims, settlement or judgments to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "underlying insurance". Failure to maintain "underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "underlying insurance" were in full effect.

If there is an increase in the scope of coverage of any "underlying insurance" during the term of this policy, our liability will be no more than it would have been if there had been no such increase.

You must notify us in writing, as soon as practicable, when any "underlying insurance" is no longer in effect, or if the limits or scope of coverage of any "underlying insurance" is changed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES – PREMIUM AUDIT CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Paragraph **b.** of Condition **6. Premium Audit** of **Section IV – Conditions** is replaced by the following:

- b.** Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. An audit to determine the final premium due or to be refunded will be completed within 120 days after the expiration or cancellation of the policy, provided there is no bona fide dispute.

If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

Except as provided in this Paragraph **b.**, the **Examination Of Your Books And Records** Common Policy Condition continues to apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MAINE CHANGES – REPRESENTATIONS OR FRAUD

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph **7.d. Representations Or Fraud of Section IV – Conditions** is replaced by the following:

- d.** We will not provide coverage to one or more insureds who, at any time engaged in fraudulent conduct relating to this insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES – REPRESENTATIONS OR FRAUD

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph **7.d. Representations Or Fraud of Section IV – Conditions** is replaced by the following:

- d.** We will not pay for loss or damage in any case of fraud committed by you at any time and relating to coverage under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES – REPRESENTATIONS OR FRAUD

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

CHANGES IN CONDITIONS

Paragraph **7.d. Representations Or Fraud of Section IV – Conditions** is replaced by the following:

- d.** We will not pay for any loss or damage in any case of fraud committed by you or any other insured at any time and relating to coverage under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Section IV – Conditions is amended by the following:

1. Paragraph **3.a. of Duties In The Event Of Accident, Claim, Suit Or Loss** is replaced by the following:
 - a. In the event of an "occurrence", claim, "suit" or "loss", we or our representative must receive prompt notice of the "occurrence" or "loss". Include:
 - (1) How, when and where the "occurrence" or "loss" occurred;
 - (2) The insured's name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

The requirement for giving notice of a claim, if not satisfied by the insured within 30 days of the date of the "occurrence", may be satisfied by an injured third party who, as the result of such "occurrence", has a claim against the insured. However, in this event, notice of a claim given by an injured third party must be mailed to us.

2. Paragraph **7.d. Representations Or Fraud** is replaced by the following:
 - d. We will not pay for any "loss" or damage in any case of fraud committed by you or any other insured, at any time, and relating to coverage under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MAINE CHANGES – BODILY INJURY DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Paragraph **3.** of **Section V – Definitions** is replaced by the following:

- 3.** "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
NEVADA CHANGES – REPRESENTATIONS OR FRAUD

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph **7.d. Representations Or Fraud** of **Section IV – Conditions** is replaced by the following:

- d.** We will not pay for loss or damage in any case of fraud committed by an insured at any time and relating to a claim under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. Changes In Liability Coverage

With regard to liability for Bodily Injury, Property Damage and Personal And Advertising Injury, unless we are prejudiced by the insured's or your failure to comply with the requirement, no provision of this Coverage Part requiring you or any insured to give notice of "occurrence", claim or "suit", or forward demands, notices, summonses or legal papers in connection with a claim or "suit", will bar coverage under this Coverage Part.

However, Paragraph **A.** does not apply with respect to the ownership, maintenance or use of "covered autos".

B. Changes In Conditions

The following condition is added:

CLAIMS HANDLING PROCEDURES

We will notify the first Named Insured in writing of:

- (a)** An initial offer to settle a claim made or "suit" brought against any insured. The notice will be given no later than the 10th day after the date on which the offer is made.
- (b)** Any settlement of a claim made or "suit" brought against the insured. The notice will be given not later than the 30th day after the date of settlement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. Paragraph 1.a. in Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages, even if the "suit" is groundless, false or fraudulent, when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. At our discretion, we may investigate any "occurrence" that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

- (1) The amount we will pay for the "ultimate net loss" is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

B. Paragraph 2.b.(6) in Section II – Who Is An Insured does not apply.

C. Paragraph 3. in Section III – Limits Of Insurance is replaced by the following:

3. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under Coverage A because of all "bodily injury" and "property damage" arising out of any one "occurrence". However, if the sum of the "ultimate net loss" results from the ownership, maintenance or use of "covered autos" and more than one "covered auto" is involved in the same "occurrence", the Each Occurrence Limit will apply separately for each of these "covered autos".

D. Paragraph 1. in Section IV – Conditions is replaced by the following:

1. Appeals

If the "underlying insurer" or insured elects not to appeal a judgment in excess of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. Except for postjudgment interest, in no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section III – Limits Of Insurance.

E. Only with respect to liability arising out of the ownership, maintenance or use of "covered autos", Paragraph **3.c.(3)** in **Section IV – Conditions** is replaced by the following:

3. Duties In The Event Of Occurrence, Offense, Claim Or Suit

c. You and any other involved insured must:

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit". The insured will be deemed not to have cooperated with us only if his or her failure or refusal to do so harms our defense of an action for damages; and

F. The following is added to **Section IV – Conditions**:

Additional Requirements With Respect To Self-Insurance

If self-insurance for automobile liability coverage is listed in the Declarations under the Schedule of "underlying insurance", you must be a qualified self-insured in accordance with any applicable requirements of the Virginia Division of Motor Vehicles.

G. In **Section V – Definitions**, Exceptions **(2)** and **(3)** to the definition of "insured contract" in Paragraph **9.** are deleted.

H. Paragraph **23.** in **Section V – Definitions** is replaced by the following:

23. "Ultimate net loss" means the total sum, after reduction for recoveries or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of settlements or judgments.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA WAR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A. Exclusion I.** under Paragraph 2., **Exclusions** of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:
- 2. Exclusions**
- This insurance does not apply to:
- I. War**
- "Bodily injury" or "property damage", however caused, arising out of:
- (1)** War, including undeclared or civil war; or
 - (2)** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3)** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- B. Exclusion (16)** under Paragraph 2., **Exclusions** of Section I – **Coverage B – Personal And Advertising Injury Liability** is replaced by the following:
- 2. Exclusions**
- This insurance does not apply to:
- (16) War**
- "Personal and advertising injury", however caused, arising out of:
- a.** War, including undeclared or civil war; or
 - b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARIZONA CHANGES – REPRESENTATIONS OR FRAUD

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

CHANGES IN CONDITIONS

Paragraph **7.d.** of the **Representations Or Fraud** Condition of **Section IV – Conditions** is replaced by the following:

- d.** That we will not pay for any loss or damage in any case involving misrepresentations, omissions, concealment of facts or incorrect statements:
- (1)** That are fraudulent;
 - (2)** That are material either to the acceptance of the risk, or to the hazard assumed by us; and

- (3)** Where, if the true facts had been known to us as required either by the application for the policy or otherwise, we in good faith would either:
- (a)** Not have issued the policy;
 - (b)** Not have issued the policy in as large an amount; or
 - (c)** Not have provided coverage with respect to the hazard resulting in the "loss".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. Exclusion u. under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

u. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising out of any action or omission that violates or is alleged to violate:

- (1)** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2)** The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3)** The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4)** Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

B. Exclusion a.(17) under Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

a. "Personal and advertising injury":

(17) Recording And Distribution Of Material Or Information In Violation Of Law

Arising out of any action or omission that violates or is alleged to violate:

- (a)** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (b)** The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (c)** The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (d)** Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A. Paragraph 7. Representations Or Fraud of Section IV – Conditions** is replaced by the following:
- 7. Representations Or Fraud**
- a.** You represent that all information and statements contained in the Declarations are true, accurate and complete. All such information and statements are the basis for our issuing this Policy.
 - b.** Any intentional:
 - (1)** Misrepresentation;
 - (2)** Omission;
 - (3)** Concealment; or
 - (4)** Misstatement of a material fact; in the Declarations or otherwise, which relates to a particular claim, shall be grounds to deny coverage.
 - c.** We do not provide coverage to one or more insureds who, at any time:
 - (1)** Engaged in fraudulent conduct; or
 - (2)** Made a false statement; relating to this insurance.
- B. The definitions of "auto" and "mobile equipment" in the Definitions section** are replaced by the following:
- 1. "Auto" means:**
 - a.** A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b.** Any other land vehicle that is subject to registration for use on public roads where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
 - 2. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:**
 - a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b.** Vehicles maintained for use solely on or next to premises you own or rent;
 - c.** Vehicles that travel on crawler treads;
 - d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e.** Vehicles not described in **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
 - f.** Vehicles not described in **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.
However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - (1)** Equipment designed primarily for:
 - (a)** Snow removal;

- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to registration for use on public roads where it is licensed or principally garaged. Land vehicles subject to registration for use on public roads are considered "autos".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A. The **Cancellation** Common Policy Condition is replaced by the following:**
- Cancellation**
1. The first Named Insured shown in the Declarations may cancel this Policy by mailing to us advance written notice of cancellation.
 2. We may cancel this Policy by mailing to you written notice stating the reason for cancellation. If we cancel:
 - a. For nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
 - b. For a reason other than nonpayment of premium, we will mail the notice at least:
 - (1) 30 days prior to the effective date of cancellation if the Policy has been in effect for 60 days or less.
 - (2) 60 days prior to the effective date of cancellation if the Policy has been in effect for more than 60 days.
 3. If this Policy has been in effect for more than 60 days or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. The Policy was obtained through a material misrepresentation;
 - c. Any insured has violated any of the terms and conditions of the Policy;
 - d. The risk originally accepted has measurably increased;
 - e. Certification to the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or
 - f. A determination by the Director of Insurance that the continuation of the Policy could place us in violation of the insurance laws of this State.
 4. We will mail our notice to you, at your last mailing address known to us. Proof of mailing will be sufficient proof of notice.
 5. Notification of cancellation will also be sent to your broker, if known, or agent of record, if known.
 6. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 7. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be less than pro rata. The cancellation will be effective even if we have not offered a refund.
- B. Condition 10. When We Do Not Renew is replaced by the following:**
- 10. When We Do Not Renew**
- a. If we decide not to renew or continue this Policy, we will mail you written notice, stating the reason for nonrenewal, at least:
 - (1) 60 days before the end of the policy period for all policies other than that described in a.(2); or
 - (2) 30 days before the end of the policy period for all commercial excess and umbrella liability policies as defined in 215 ILL. COMP. STAT. 143.13.(h). The nonrenewal shall not become effective until at least 30 days from the proof of mailing date of the notice to you.

- b. Proof of mailing will be sufficient proof of notice.
- c. Notification of nonrenewal will also be sent to your broker, if known, or agent of record, if known.
- d. If we offer to renew or continue and you do not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
- e. If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this Policy will end on the effective date of that insurance.

- (2) whose aggregate annual premiums for all property and casualty insurance on all risks is at least \$50,000.

For the purposes of Paragraph **a.(2)**, commercial excess and umbrella liability policies are defined in 215 ILL. COMP. STAT. 143.13.(h) as follows:

- (h) "Commercial excess and umbrella liability policy" means a policy written over one or more underlying policies for an insured:
 - (1) that has at least 25 full-time employees at the time the commercial excess and umbrella liability policy is written and procures the insurance of any risk or risks, other than life, accident and health, and annuity contracts, as described in clauses (a) and (b) of Class 1 of Section 4 and clause (a) of Class 2 of Section 4, by use of the services of a full-time employee acting as an insurance manager or buyer; or

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARYLAND CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- I. If you are an individual and a "covered auto" you own is one of the private passenger type, the **Cancellation** Common Policy Condition does not apply. The following conditions apply instead:
- Ending This Policy**
- A. Cancellation**
1. You may cancel the Policy by mailing or delivering to us advance written notice of cancellation.
 2. When this Policy has been in effect for 45 days or less and is not a renewal or continuation policy, we may cancel this Policy by mailing to you within this period written notice of cancellation, stating the reason for cancellation, at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
 - b. 15 days before the effective date of cancellation if we cancel because the risk does not meet our underwriting standards.
 3. When this Policy has been in effect for more than 45 days or is a renewal or continuation policy, we may cancel this Policy by mailing to you written notice of cancellation, at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
 - b. 45 days before the effective date of cancellation for a permissible reason other than nonpayment of premium, stating the reason for cancellation. Under this Paragraph **b.**, we may cancel only for one or more of the following reasons:
 - (1) If your driver's license or motor vehicle registration, or that of one or more but not all drivers who live with you or customarily use a "covered auto", has been suspended or revoked during the policy period as a result of the driver's driving record. However, before canceling this Policy we will offer to continue this Policy with a provision excluding coverage for each driver whose license has been suspended or revoked during the policy period. If such an offer is accepted, we will issue an endorsement to that effect.
 - (2) When there exists material misrepresentation or fraud in connection with the application, policy or presentation of a claim.
 - (3) We replace this Policy with another one providing similar coverages and the same limits for the "covered auto". The replacement policy will take effect when this Policy is cancelled, and will end a year after this Policy begins or on this Policy's expiration date, whichever is earlier.

- (4) A change in the condition of the risk that results in an increase in the hazard insured against.
- (5) A matter or issue related to the risk that constitutes a threat to public safety.

If we cancel pursuant to Paragraph **b.**, you may request additional information on the reason for cancellation within 30 days from the date of our notice.

But if this Policy has been written for a period of more than one year or without a fixed expiration date, we may cancel only at an anniversary of its original effective date.

- 4. Notice of cancellation will state the reason for cancellation and the effective date of cancellation. The policy period will end on that date.
- 5. If this Policy is cancelled, we will send you any premium refund due.
 - a. The refund will be pro rata if:
 - (1) We cancel; or
 - (2) The Policy is not a renewal policy, and you cancel upon receiving written notice that we recalculated the premium based on the discovery of a material risk factor during the first 45 days the Policy has been in effect.
 - b. If you cancel, other than the cancellation described in Paragraph **a.(2)**, the refund will be calculated as follows:

(1) Policies Written For One Year Or Less

We will refund 90% of the pro rata unearned premium.

(2) Policies Written For More Than One Year

- (a) If the Policy is cancelled in the first year, we will refund 90% of the pro rata unearned premium for the first year, plus the full annual premium for subsequent years.
- (b) If the Policy is cancelled after the first year, we will refund the pro rata unearned premium.

(3) Continuous And Annual Premium Payment Policies

We will refund 90% of the pro rata unearned premium for the year in which the Policy is cancelled.

We will retain the minimum premium, except if the Policy is cancelled as of the inception date.

However, if this Policy is financed by a premium finance company and we or the premium finance company or you cancel the Policy, the refund will consist of the gross unearned premium computed pro rata, excluding any expense constant, administrative fee or nonrefundable charge filed with and approved by the insurance commissioner.

The cancellation will be effective even if we have not made or offered a refund.

- 6. We will send notice of cancellation to you by a "first-class mail tracking method" if:
 - a. We cancel for nonpayment of premium; or
 - b. This Policy is not a renewal of a policy we issued and has been in effect for 45 days or less.

We will send notice to you by certified mail if we cancel for a reason other than nonpayment of premium and this Policy:

- a. Is a renewal of a policy we issued; or
- b. Has been in effect for more than 45 days.

We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service. Proof of mailing will be sufficient proof of notice.

B. Nonrenewal

- 1. If we decide not to renew or continue this Policy, we will send to you, by certified mail, written notice at least 45 days before the end of the policy period, stating the reason for nonrenewal. We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service. Proof of mailing will be sufficient proof of notice. If the policy period is other than one year, we will have the right not to renew or continue it only at an anniversary of its original effective date. If we offer to renew or continue and you do not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

2. We will not refuse to renew or continue this Policy because of your claim experience or driving record, or that of one or more but not all drivers who live with you or customarily use a "covered auto". However, we will condition renewal or continuation of this Policy on a provision excluding coverage for each driver whose claim experience or driving record would have justified nonrenewal. If such an offer is accepted, we will issue an endorsement to that effect.
3. When we elect not to renew a policy for a reason other than nonpayment of premium, we will provide a written statement of the actual reason for the refusal to renew. You may request additional information within 30 days from the date of our notice.
4. If we offer to renew at least 45 days before the renewal date and you fail to make the required premium payment by the renewal date, the Policy will terminate on the renewal date for nonpayment of premium.

C. Mailing Of Notices

We will mail our notice of cancellation or no renewal to your last mailing address known to us.

II. For all other circumstances not described in Section I., the following conditions apply:

A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:

2. When this Policy has been in effect for 45 days or less and is not a renewal policy, we may cancel this Coverage Part by mailing to the first Named Insured, at the last mailing address known to us, written notice of cancellation, stating the reason for cancellation, at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
 - b. 15 days before the effective date of cancellation if we cancel because the risk does not meet our underwriting standards.
3. When this Policy has been in effect for more than 45 days or is a renewal policy, we may cancel this Policy by mailing the first Named Insured, at the last mailing address known to us, written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for non-payment of premium.

- b. 45 days before the effective date of cancellation if we cancel for a permissible reason other than nonpayment of premium, stating the reason for cancellation. Under this Paragraph **b.**, we may cancel only for one or more of the following reasons:

- (1) When there exists material misrepresentation or fraud in connection with the application, policy, or presentation of a claim.
- (2) A change in the condition of the risk that results in an increase in the hazard insured against.
- (3) A matter or issue related to the risk that constitutes a threat to public safety.
- (4) If the Named Insured's driver's license or motor vehicle registration, or that of a driver insured under the Coverage Form, has been suspended or revoked during the policy period as a result of the insured's driving record.

If we cancel pursuant to Paragraph **3.b.**, you may request additional information on the reason for cancellation within 30 days from the date of our notice.

B. Paragraph 5. of the Cancellation Common Policy Condition is replaced by the following:

5. If this Policy is cancelled, we will send the first Named Insured any premium refund due.

a. The refund will be pro rata if:

- (1) We cancel; or
- (2) The Policy is not a renewal policy, and the first Named Insured cancels upon receiving written notice that we recalculated the premium based on the discovery of a material risk factor during the first 45 days the Policy has been in effect.

- b. If the first Named Insured cancels, other than the cancellation described in Paragraph **a.(2)**, the refund will be calculated as follows:

(1) Policies Written For One Year Or Less

We will refund 90% of the pro rata unearned premium.

(2) Policies Written For More Than One Year

- (a)** If the Policy is cancelled in the first year, we will refund 90% of the pro rata unearned premium for the first year, plus the full annual premium for subsequent years.
- (b)** If the Policy is cancelled after the first year, we will refund the pro rata unearned premium.

(3) Continuous And Annual Premium Payment Policies

We will refund 90% of the pro rata unearned premium for the year in which the Policy is cancelled.

We will retain the minimum premium, except if the Policy is cancelled as of the inception date.

However, if this Policy is financed by a premium finance company and we or the premium finance company or the first Named Insured cancels the Policy, the refund will consist of the gross unearned premium computed pro rata, excluding any expense constant, administrative fee or nonrefundable charge filed with and approved by the insurance commissioner.

The cancellation will be effective even if we have not made or offered a refund.

C. Paragraph 6. of the Cancellation Common Policy Condition is replaced by the following:

- 6.** We will send notice of cancellation to the first Named Insured by a "first-class mail tracking method" if:
 - a.** We cancel for nonpayment of premium; or
 - b.** This Policy is not a renewal of a policy we issued and has been in effect for 45 days or less.

We will send notice to the first Named Insured by a "first-class mail tracking method" or by commercial mail delivery service if we cancel for a reason other than nonpayment of premium and this Policy:

- a.** Is a renewal of a policy we issued; or
- b.** Has been in effect for more than 45 days.

We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or by other commercial mail delivery service when such service is used. Proof of mailing will be sufficient proof of notice.

D. Condition 10. When We Do Not Renew of Section IV – Conditions is replaced by the following:

10. When We Do Not Renew

- a.** We may elect not to renew this Policy by mailing notice of nonrenewal to the first Named Insured at the last mailing address known to us at least 45 days before the expiration date of this Policy.
- b.** We will send notice of nonrenewal to the first Named Insured by a "first-class mail tracking method" or by commercial mail delivery service. We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or by other commercial mail delivery service when such service is used. Proof of mailing will be sufficient proof of notice.
- c.** When we elect not to renew a policy that has been in effect for more than 45 days for a reason other than nonpayment of premium, we will provide a written statement of the actual reason for the refusal to renew. You may request additional information within 30 days from the date of our notice.
- d.** If we offer to renew at least 45 days before the renewal date and you fail to make the required premium payment by the renewal date, the Policy will terminate on the renewal date for nonpayment of premium.

III. The following definition is added:

"First-class mail tracking method" means a method that provides evidence of the date that a piece of first-class mail was accepted for mailing by the United States Postal Service, including a certificate of mail and an electronic mail tracking system used by the United States Postal Service.

"First-class mail tracking method" does not include a certificate of bulk mailing.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation Of Policies In Effect

a. For 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 45 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) A failure to comply with the underwriting requirements established by the insurer.

b. For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) The policy was obtained by a material misstatement;
- (3) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;
- (4) A substantial change in the risk covered by the policy; or
- (5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph 2.b.

B. Paragraph 3. of the **Cancellation** Common Policy Condition is replaced by the following:

3. We will mail or deliver our notice to the first Named Insured at the last mailing address known to us.

C. Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

D. Condition 10. When We Do Not Renew of **Section IV – Conditions** is replaced by the following:

1. If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** If you are an individual, partnership or limited liability company and a "covered auto" you own is of the "private passenger type", and this policy covers fewer than five "autos" and does not insure the motor vehicle hazard of garages, motor vehicle sales agencies, repair shops, service stations or public parking places, the Cancellation Common Policy Condition does not apply to that "auto". The following Condition applies instead:
- 1.** The Cancellation Common Policy Condition is replaced by the following:
Ending This Policy
 - a. Cancellation**
 - (1)** You may cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
 - (2)** If this policy has been in effect for 60 days or less and is not a renewal or continuation policy, we may cancel for any reason. If we cancel, we will mail you at least 10 days notice.
 - (3)** When this policy has been in effect for more than 60 days or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:
 - (a)** Nonpayment of premium. If we cancel for this reason, we will mail you at least 10 days notice.
- (b)** If you are an individual, partnership or limited liability company and your driver's license has been suspended or revoked during the policy period. If we cancel for this reason, we will mail you at least 30 days notice. However, we may not cancel if you are more than one person, but only one person's license has been suspended or revoked. Instead we may exclude coverage for that person while operating a "covered auto" during a period of suspension or revocation.
- (c)** If you are an individual, we replace this policy with another one providing similar coverages and the same limits for the "covered auto". The replacement policy will take effect when this policy is canceled, and will end a year after this policy begins or on this policy's expiration date, whichever is earlier.

- (4) If this policy is canceled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. The following provisions govern calculation of return premium:
- (a) We will compute return premium pro rata and round to the next higher whole dollar when this policy is:
 - (i) Cancelled by us or at our request;
 - (ii) Cancelled because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance;
 - (iii) Cancelled but rewritten with us or in our company group; or
 - (iv) Cancelled after the first year, if it is a prepaid policy written for a term of more than one year.
 - (b) When this policy is cancelled at your request (except when Paragraph (a)(ii), (a)(iii) or (a)(iv) applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years.
 The refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
- (5) The effective date of cancellation stated in the notice shall become the end of the policy period.
- (6) Our notice of cancellation will state the actual reason for cancellation unless the cancellation is due to nonpayment of premium.

b. Nonrenewal

- (1) If we decide not to renew or continue this policy, we will mail you notice at least 30 days before the end of the policy period. If the policy period is other than one year, we will have the right not to renew or continue it only at the anniversary of its original effective date. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
- (2) If we fail to mail proper notice of nonrenewal and you obtain other insurance, the coverages provided by this policy will end on the effective date of any similar coverages provided by the other insurance.
- (3) Our notice of nonrenewal will state the actual reason for nonrenewal unless the nonrenewal is due to nonpayment of premium.

2. Mailing Of Notices

Any notice of cancellation or nonrenewal will be mailed by United States Postal Service certificate of mailing to your last known mailing address. Proof of mailing of any notice will be sufficient proof of notice.

3. Condition 10. When We Do Not Renew of Section IV – Conditions does not apply.

B. For all other circumstances not described in Paragraph A. above:

- 1. Paragraphs 2. and 5. of the **Cancellation** Common Policy Condition are replaced by the following:
 - 2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

- b. 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
 - (1) Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy;
 - (2) Changes in conditions after the effective date of this policy which have materially increased the risk assumed;
 - (3) We become insolvent; or,
 - (4) We involuntarily lose reinsurance for this policy;
 - c. 60 days before the effective date of cancellation if we cancel for any other reason.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:
- a. We will compute return premium pro rata and round to the next higher whole dollar when this policy is:
 - (1) Cancelled by us or at our request;
 - (2) Cancelled because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance;
 - (3) Cancelled but rewritten with us or in our company group; or
 - (4) Cancelled after the first year, if it is a prepaid policy written for a term of more than one year.
 - b. When this policy is cancelled at the request of the first Named Insured (except when Paragraph a.(2), a.(3) or a.(4) applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years.
 The refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
2. Condition 10. **When We Do Not Renew of Section IV – Conditions** is replaced by the following:
- When We Do Not Renew**
- 1. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least sixty days prior to the effective date of the nonrenewal.
 - 2. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- I. When a policy of commercial automobile insurance is "underlying insurance" under this Coverage Part, the **Cancellation** Common Policy Condition does not apply. The following Condition applies instead:

Ending This Policy

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel the policy by mailing or delivering to us advance written notice of cancellation.
2. **Midterm Cancellation**
 - a. When this policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel for any reason. If we cancel for nonpayment of premium, we will mail at least 10 days written notice to the first Named Insured. If we cancel for any other reason, we will mail at least 45 days written notice to the first Named Insured.
 - b. When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) If you are an individual and your driver's license or motor vehicle registration or that of a driver who lives with you and customarily uses the "covered auto" has been suspended or revoked during the policy period, or if the policy is a renewal, during its policy period or the 180 days immediately preceding its effective date;

If we cancel for nonpayment of premium, we will mail at least 10 days written notice, stating the reason for cancellation, to the first Named Insured. If we cancel for any other reason, we will mail at least 45 days written notice to the first Named Insured.

In this case, our notice will state that upon written request of the first Named Insured, mailed or delivered to us not less than 15 days prior to the effective date of cancellation, we will specify the reason for cancellation.

3. Anniversary Cancellation

If this policy has been written for a period of more than a year or without a fixed expiration date, we may cancel at the anniversary of its original effective date for any reason. If we cancel, we will mail you at least 45 days written notice.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

However, when a financed insurance policy is canceled, we will send any refund due to the premium finance company on a pro rata basis.

B. Mailing Of Notices

We will mail or deliver our notice of cancellation or nonrenewal to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. Condition 10. When We Do Not Renew of Section IV – Conditions is replaced by the following:

1. If we decide not to renew or continue this policy, we will mail to the first Named Insured and agent, if any, notice at least 45 days before the end of the policy period. Our notice will state that upon written request of the first Named Insured, mailed or delivered to us not later than 1 month following the termination date of the policy, we will notify the first Named Insured in writing, within 15 days of the request of the reason or reasons for nonrenewal.

If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to apply the required renewal or continuation premium when due shall mean that you have not accepted our offer.

2. If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance this policy will end on the effective date of that insurance.

II. When Section I. of this endorsement does not apply, the following provisions apply:

A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

Midterm Cancellation

We may cancel this policy based on the provisions below, by mailing or delivering written notice to the first Named Insured at least 10 days before the effective date of cancellation:

1. If this policy has been in effect for less than 60 days, except as provided in Paragraph A.3., we may cancel for any reason.
2. If this policy has been in effect for 60 days or more, we may cancel this policy prior to the expiration of the agreed term or prior to one year from the effective date of the policy or renewal, whichever is less, only for one or more of the following reasons:
 - a. Failure to pay a premium when due;
 - b. Material misrepresentation;
 - c. Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;
 - d. Substantial breaches of contractual duties, conditions or warranties;

e. Determination by the Commissioner of Insurance that continuation of the policy would place us in violation of the Montana Insurance Code;

f. Financial impairment of us; or

g. Such other reasons that are approved by the Commissioner of Insurance.

3. If this policy has been issued for a term longer than one year, and if either the premium is prepaid or an agreed term is guaranteed for additional premium consideration, we may cancel this policy only for one or more of the reasons stated in Paragraph A.2.

Anniversary Cancellation

We may cancel any policy with a term of more than one year by mailing or delivering to the first Named Insured written notice of cancellation at least 45 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

B. Paragraph 5. of the Cancellation Common Policy Condition is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund. However, when a financed insurance policy is cancelled, we will send any refund due to the premium finance company on a pro rata basis.

C. Paragraph 10. When We Do Not Renew of Section IV – Conditions is replaced by the following:

1. If we elect not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations and agent, if any, a notice of intention not to renew at least 45 days before the agreed expiration date.

2. We need not mail or deliver this notice if:
- a. You have purchased insurance elsewhere;
 - b. You have accepted replacement coverage;
 - c. You have requested or agreed to nonrenewal; or
 - d. This policy is expressly designated as nonrenewable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEBRASKA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by the following:
- 2.a.** If this policy has been in effect for 60 days or less, we may cancel this policy for any reason.
 - b.** If this policy has been in effect for more than 60 days or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
 - (1)** Nonpayment of premium;
 - (2)** The policy was obtained through material misrepresentation;
 - (3)** Any insured has submitted a fraudulent claim;
 - (4)** Any insured has violated the terms and conditions of this policy;
 - (5)** The risk originally accepted has substantially increased;
 - (6)** Certification to the Director of Insurance of our loss of reinsurance which provided coverage to us for all or a substantial part of the underlying risk insured; or
 - (7)** The determination by the Director of Insurance that the continuation of the policy could place us in violation of the Nebraska Insurance Laws.
- c.** If we cancel this policy subject to **2.a.** or **2.b.** above, we will mail to the first Named Insured a written notice of cancellation, stating the reasons for cancellation, at least:
- 1.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - 2.** 60 days before the effective date of cancellation if we cancel for any other reason.
- 3.** We will mail our notice by registered mail, certified mail, first-class mail or first-class mail using Intelligent Mail barcode (IMb) or another similar tracking method used or approved by the United States Postal Service to the first Named Insured's last mailing address known to us. If we mail our notice by first-class mail, a United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.
- If the policy has been in effect 60 days or more or is a renewal or continuation policy, and we cancel for:
- a.** Nonpayment of premium to a premium finance company; or
 - b.** Any reason other than non-payment of premium;

notice of cancellation will be sent by registered mail, certified mail or first-class mail using Intelligent Mail barcode (IMb) or another similar tracking method used or approved by the United States Postal Service.

- B. Paragraph 6. of the **Cancellation** Common Policy Condition does not apply.
- C. Condition 10. **When We Do Not Renew** of **Section IV – Conditions** is replaced by the following:

WHEN WE DO NOT RENEW

- 1. If we decide not to renew this policy, we will mail written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured, at least 60 days prior to the expiration date of this policy.

- 2. Any notice of nonrenewal will be mailed by registered mail, certified mail, first-class mail or first-class mail using Intelligent Mail barcode (IMb) or another similar tracking method used or approved by the United States Postal Service to the first Named Insured's last mailing address known to us. If we mail our notice by first-class mail, a United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RHODE ISLAND CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The **Cancellation** Common Policy Condition is amended by replacing Paragraphs **2.**, **3.**, **5.** and **6.** with the following:
- 2.** We may cancel this Policy by giving, mailing or delivering to the first Named Insured and the insurance producer of record, if any, written notice of cancellation at least:
 - a.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b.** 30 days before the effective date of cancellation if we cancel for any other reason.
- If this Policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:
- a.** Nonpayment of premium;
 - b.** Fraud or material misrepresentation made by you or with your knowledge in obtaining the Policy, continuing the Policy, or in presenting a claim under the Policy;
 - c.** Activities or omissions on your part which increase any hazard insured against, including a failure to comply with loss control recommendations;
 - d.** Change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to regulation, legislation, or court decision;
 - e.** Loss or decrease of our reinsurance covering all or part of the risk or exposure covered by the Policy;
 - f.** Determination by the Commissioner of Insurance that the continuation of the Policy would jeopardize our solvency or would place us in violation of the insurance laws of this state;
 - g.** Owner or occupant incendiarism;
 - h.** Violation or breach by you of any policy terms or conditions;
 - i.** Constructive or actual total loss of the Covered Property; or
 - j.** Such other reasons as may be approved by the Commissioner of Insurance.
- 3.** We will give, mail or deliver written notice to the first Named Insured at the address shown on the Policy, and to the insurance producer of record, if any.
- 5.** If this Policy is cancelled, we will send the first Named Insured any premium refund due.
- The cancellation will be effective even if we have not made or offered a refund.
- The following provisions govern calculation of return premium:
- a.** We will compute return premium pro rata and round to the next higher whole dollar when this Policy is:
 - (1)** Cancelled at our request;
 - (2)** Cancelled because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
 - (3)** Cancelled and rewritten by us or a member of our company group;
 - (4)** Cancelled after the first year, if it is a prepaid policy written for a term of more than one year; or

- (5) Cancelled by us at the request of a premium finance company upon default of the first Named Insured, when this Policy is financed under a premium finance agreement.
 - b. When this Policy is cancelled at your request (except when Paragraph **a.(2)**, **a.(3)** or **a.(4)** applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years.
6. Proof of giving, mailing or delivering notice of cancellation will be sufficient proof of notice.
- B.** The following is added to the **Cancellation** Common Policy Condition:
7. We will provide you with the reason or reasons for cancellation if:
- a. You request in writing a statement of the reasons for cancellation; and
 - b. You agree in writing to hold us harmless from liability for any:
 - (1) Communication giving notice of, or specifying the reasons for, cancellation; or
 - (2) Statement made in connection with an attempt to discover or verify the existence of conditions which would be a reason for cancellation as provided under Paragraph **A.2.** above.

C. Condition **10. When We Do Not Renew** of **Section IV – Conditions** is replaced by the following:

10. When We Do Not Renew

- a. If we elect not to renew this Policy, we will give, mail or deliver to the first Named Insured and the insurance producer of record, if any, written notice of nonrenewal at least 60 days before:
 - (1) The expiration date of the Policy; or
 - (2) An anniversary date of the Policy, if the Policy is written for a term longer than one year or with no fixed expiration date.
- b. However, we need not give, mail or deliver this notice if:
 - (1) We have offered to issue a renewal policy; or
 - (2) The first Named Insured has obtained, or has agreed in writing to obtain, replacement coverage.

If notice of nonrenewal is mailed to the insured we shall forward the notice of nonrenewal to the last known address of the first Named Insured by first class mail and maintain proof of mailing by the United States Postal Service certificate of mailing. This proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KANSAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. If you are an individual and a "covered auto" you own is of the "private passenger type", and this policy covers fewer than five "autos" and does not insure the motor vehicle hazard of garages, motor vehicle sales agencies, repair shops, service stations or public parking places, the **Cancellation** Common Policy Condition is replaced by the following:

ENDING THIS POLICY

1. Cancellation

- a.** You may cancel the policy by mailing or delivering to us advance written notice of cancellation.
- b.** We may cancel this policy by mailing you notice of cancellation. If we cancel for non-payment of premium, we will mail you at least 10 days notice. If we cancel for any other reason, we will mail you at least 30 days written notice.
- c.** When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel Liability Coverage and Personal Injury Protection only for one or more of the following reasons:
 - (1)** Nonpayment of premium.
 - (2)** Fraudulent misrepresentation in obtaining this policy.
 - (3)** The insured violates any terms or conditions of the policy.

(4) You or any other operator who either resides in the same household or customarily operates a "covered auto":

- (a)** Has had his or her driver's license suspended or revoked during the policy period.
- (b)** Is or becomes subject to epilepsy or heart attacks and cannot produce a physician's certificate stating that he or she can operate a motor vehicle safely.
- (c)** Has been convicted during the policy period or 36 months before it, for:
 - (i)** Any felony, or
 - (ii)** Criminal negligence resulting in death, homicide or assault, arising from the operation of a motor vehicle, or
 - (iii)** Driving a motor vehicle while intoxicated or under the influence of drugs, or
 - (iv)** Leaving the scene of an accident without stopping to report, or
 - (v)** Theft of a motor vehicle, or
 - (vi)** Making false statements when applying for a driver's license, or

(vii) A third moving violation, committed within a period of 18 months of:

- i. Any regulation limiting the speed of motor vehicles, or
- ii. Any of the provisions in the motor vehicle laws of any state, the violation of which constitutes a misdemeanor or traffic infraction, or
- iii. Any ordinance traffic infraction, or ordinance which prohibits the same acts as a misdemeanor statute of the uniform act regulating traffic on highways, whether or not the violations were repetitions of the same offense or were different offenses.

(5) We replace this policy with another one providing similar coverages and the same limits for the "covered auto". The replacement policy will take effect when this policy is cancelled, and will end a year after this policy begins or on this policy's expiration date, whichever is earlier.

- d. Renewal or continuation of this policy does not act as a waiver or estoppel of any reasons for cancellation which existed before the effective date of renewal or continuation.
- e. If this policy is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not offered a refund.
- f. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

2. Nonrenewal

- a. If we decide not to renew or continue this policy we will mail you written notice at least 30 days before the end of the policy period.

b. We may not renew or continue this policy only for one or more of the following reasons:

- (1) When we are required or have been permitted by the Commissioner of Insurance, in writing, to reduce premium volume in order to preserve our financial integrity.
 - (2) When we cease to transact such business in this state.
 - (3) When we are able to show competent medical evidence that the insured has a physical or mental disablement that impairs his or her ability to drive in a safe and reasonable manner.
 - (4) When unfavorable underwriting factors, pertinent to the risk, are existent, and of a substantial nature, which could not have reasonably been ascertained by us at the initial issuance or the last renewal of the policy.
 - (5) When the policy has been continuously in effect for a period of 5 years, provided that such 5 year period shall begin at the first anniversary date following the policy effective date.
 - (6) When any of the reasons specified as reasons for cancellation are existent.
- c. If we offer to renew or continue this policy and you do not accept, this policy will terminate at the end of the policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
 - d. If we fail to mail proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

3. Mailing Of Notices

We will mail any notice of cancellation or nonrenewal by certified or registered mail or United States post office certificate of mailing to your last mailing address known to us. Proof of mailing will be sufficient proof of notice.

B. For all policies not described in Paragraph A. above, the **Cancellation** Common Policy Condition is replaced by the following:

ENDING THIS POLICY

1. Cancellation

- a. You may cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
- b. We may cancel this policy by mailing you written notice of cancellation, stating our reasons for cancellation. If we cancel for nonpayment of premium we will mail you at least 10 days notice. If we cancel for any other reason, we will mail you at least 30 days notice.
- c. When this policy is in effect for 90 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium.
 - (2) This policy was issued because of material misrepresentation.
 - (3) Any insured violated any of the material terms and conditions of this policy.
 - (4) Unfavorable underwriting factors, specific to the insured, exist that were not present at the inception of this policy.
 - (5) A determination by the insurance commissioner that continuation of coverage could place us in a hazardous financial condition or in violation of the laws of Kansas.
 - (6) A determination by the insurance commissioner that we no longer have adequate reinsurance to meet our needs.

- d. The effective date of cancellation stated in the notice shall become the end of the policy period.
- e. If this policy is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not offered a refund.

2. Nonrenewal

- a. If we decide not to renew or continue this policy, we will mail you written notice at least 60 days before the end of the policy period stating the reasons for nonrenewal. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
- b. If we fail to mail proper notice and you obtain other insurance, this policy will end on the effective date of that insurance.

3. Mailing Of Notices

Any notice of cancellation or nonrenewal will be mailed by certified or registered mail or United States post office certificate of mailing to the first named insured's last mailing address known to us. Proof of mailing of any notice will be sufficient proof of notice.

4. Notice To Director Of Vehicles

If you are a Vehicle Dealer or Mobile Home Dealer, the following provision applies:

If the policy is cancelled, we will notify the Director of Vehicles 30 days before the effective date of cancellation.

C. Condition **10. When We Do Not Renew of Section IV – Conditions** does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISTRICT OF COLUMBIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The **Cancellation Common Policy Condition is replaced by the following:**

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation. At least 5 days before sending notice to the first Named Insured, we will notify the agent or broker, if any, who wrote the policy.
3. If this policy has been in effect for 60 days or less and is not a renewal of a policy we issued, we may cancel this policy for any reason.
4. If this policy has been in effect more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel this policy only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. The registration of a covered auto has been suspended or revoked during the policy period and this results in no "covered auto" being validly registered;
 - c. An insured's license has been suspended or revoked during the policy period.

5. Notice of cancellation will state the effective date of cancellation. The policy will end on that date.

6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

B. Condition 10. When We Do Not Renew of Section IV – Conditions is replaced by the following:

WHEN WE DO NOT RENEW

1. If we decide not to renew or continue this policy we will mail or deliver to the first Named Insured written notice at least 30 days before the end of the policy period. At least 5 days before sending notice to the first Named Insured, we will notify the agent or broker, if any, who wrote the policy. Failure to pay the required renewal or continuation premium when due shall mean that the first Named Insured has not accepted our offer.

2. If the first Named Insured obtains other insurance this policy will end on the effective date of that insurance.

C. Mailing Of Notices

We will mail by post office receipt secured or certified mail or deliver our notice of cancellation or nonrenewal to the last mailing addresses known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH CAROLINA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. Paragraphs 2., 3. and 4. of the Cancellation Common Policy Condition are replaced by the following:**
- 2.** We may cancel this Policy by mailing or delivering to the first Named Insured and the agent, if any, written notice of cancellation at least:
 - a.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b.** 30 days before the effective date of cancellation if we cancel for any other reason.
 - 3.** We will mail or deliver our notice to the first Named Insured's and agent's last known addresses.
 - 4.** Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

If this Policy is canceled during the first 60 days, and is not a renewal or a continuation policy, the cancellation will be effective only on or after the 61st day of the policy period.
- B. The following is added to the Cancellation Common Policy Condition:**
- 7. Cancellation Of Policies In Effect For 120 Days Or More**
- If this Policy has been in effect for 120 days or more, or is a renewal or continuation of a policy we issued, we may cancel this Policy only for one or more of the following reasons:
- a.** Nonpayment of premium;
 - b.** Material misrepresentation of fact which, if known to us, would have caused us not to issue the Policy;
- c.** Substantial change in the risk assumed, except to the extent that:
- (1)** We had notice of the risk within the first 120 days of the policy period and this is not a renewal or continuation of a policy we issued; or
 - (2)** We should reasonably have foreseen the change or contemplated the risk in writing the Policy;
- d.** Substantial breaches of contractual duties, conditions or warranties; or
- e.** Loss of our reinsurance covering all or a significant portion of the particular policy insured, or where continuation of the Policy would imperil our solvency or place us in violation of the insurance laws of South Carolina.
- Prior to cancellation for reasons permitted in this Item **e.**, we will notify the Commissioner, in writing, at least 60 days prior to such cancellation and the Commissioner will, within 30 days of such notification, approve or disapprove such action.
- Any notice of cancellation will state the precise reason for cancellation.
- C. Condition 10. When We Do Not Renew of Section IV – Conditions is replaced by the following:**
- WHEN WE DO NOT RENEW**
- 1.** We will not refuse to renew a policy issued for a term of more than one year, until expiration of its full term, if anniversary renewal has been guaranteed by additional premium consideration.

2. If we decide not to renew this Policy, we will:
 - a. Mail or deliver written notice of nonrenewal to the first Named Insured and agent, if any, before:
 - (1) The expiration date of this Policy, if the Policy is written for a term of one year or less; or
 - (2) An anniversary date of this Policy, if the Policy is written for a term of more than one year or for an indefinite term; and
 - b. Provide at least 60 days' notice of nonrenewal.
3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's last known addresses. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. Any notice of nonrenewal will state the precise reason for nonrenewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WEST VIRGINIA CHANGES – CANCELLATION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** If you are an individual and a "covered auto" you own is of the private passenger type:
- 1.** The **Cancellation** Common Policy Condition is replaced by the following:
Cancellation
 - a.** You may cancel the Policy by mailing or delivering to us advance written notice of cancellation.
 - b.** When this Policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel for any reason by mailing or delivering to you, within this period, written notice of cancellation. If we cancel for nonpayment of premium, we will mail or deliver to you at least 10 days' written notice of cancellation. If we cancel for any other reason, we will mail or deliver to you at least 30 days' written notice of cancellation.
 - c.** When this Policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel only for one or more of the reasons listed below. If we cancel for nonpayment of premium, we will mail or deliver to you at least 14 days' written notice. If we cancel for any other reason, we will mail or deliver to you at least 30 days' written notice.
 - (1)** Nonpayment of premium.
 - (2)** Material misrepresentation in obtaining this Policy.
 - (3)** The insured violates any of this Policy's material terms and conditions.
 - (4)** You or any driver who lives with you or customarily uses the "covered auto":
 - (a)** Has had his or her driver's license suspended or revoked during the policy period. However, this provision does not apply if that operator is under the age of 21 and had his or her license suspended for 60 days because of an alcohol concentration in the blood of two hundredths of one percent or more, by weight, but less than eight hundredths of one percent, by weight.
 - (b)** Is or becomes subject to epilepsy or heart attacks and cannot produce a physician's certificate testifying to his ability to operate a motor vehicle.
 - (5)** You or any driver who lives with you or customarily uses the "covered auto" is convicted of or forfeits bail during the policy period for any of the following:
 - (a)** Any felony or assault involving the use of a motor vehicle.
 - (b)** Negligent homicide arising out of the operation of a motor vehicle.
 - (c)** Operating a motor vehicle while under the influence of intoxicating liquor or of any narcotic drug.
 - (d)** Leaving the scene of a motor vehicle accident in which that person is involved without reporting as required by law.

- (e) Theft of a motor vehicle or the unlawful taking of a motor vehicle.
 - (f) Making false statements in an application for a motor vehicle operator's license.
 - (g) A third moving violation, committed within a period of 12 months, each of which results in three or more points being assessed on the operator's record by the Division of Motor Vehicles, whether or not we renewed the Policy without knowledge of all such violations.
- (6) We replace this Policy with another one providing similar coverages and the same limits for the "covered auto". The replacement policy will take effect when this Policy is cancelled, and will end a year after this Policy begins or on this Policy's expiration date, whichever is earlier.
- d. But if this Policy has been written for a period of more than a year or without a fixed expiration date, we may cancel only at an anniversary of its original effective date.
 - e. If this Policy is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not offered a refund.
 - f. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
2. Condition 10. When We Do Not Renew of Section IV – Conditions is replaced by the following:
- When We Do Not Renew**
- a. If we decide not to renew or continue this Policy, we will mail or deliver to you written notice at least 45 days before the end of the policy period. If the policy period is other than one year, we will have the right not to renew or continue it only at an anniversary of its original effective date.
- b. For policies that have been in effect for two consecutive years or longer, we will have the right not to renew or continue this Policy if:
 - (1) One of the reasons (other than (5)(g)) as listed in Paragraph c. of Cancellation exists. However, with respect to Paragraph (4)(a), we will have the right not to renew or continue this Policy if you, or any drivers who live with you or customarily use the "covered auto", have had a suspended or revoked driver's license during the policy period.
 - (2) You or any other driver who lives with you or customarily uses your "covered auto":
 - (a) Is convicted of or forfeits bail during the policy period for:
 - (i) Two or more moving violations, committed within a period of 12 months.
 - (ii) Two or more moving violations, committed within a period of 24 months, each of which occurs on or after July 1, 2004, and after the date that we made an election pursuant to W. Va. Code § 33-6A-4b; and results in three or more points being assessed on the operator's record by the Division of Motor Vehicles, whether or not we renewed the Policy without knowledge of all such violations.
 - (iii) A second at-fault motor vehicle accident within a period of 12 months.
 - (iv) A second at-fault motor vehicle accident within a period of 36 months, which occurs on or after July 1, 2004, and after the date that we made an election pursuant to W. Va. § 33-6A-4b; and results in a claim paid by us for each accident, whether or not we renewed the Policy without knowledge of all such accidents.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW MEXICO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The Cancellation Common Policy Condition is replaced by the following:

Cancellation

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
2. If this Policy has been in effect less than 60 days and is not a renewal or continuation policy we issued, we may cancel for any reason by mailing or delivering written notice of cancellation to the first Named Insured at least 10 days before the effective date of cancellation, provided that the cancellation becomes effective before the Policy has been in effect for 60 days.
3. If Paragraph 2. does not apply, we may cancel only for one or more of the following reasons:
 - a. Nonpayment of premium. If we cancel for this reason, we will mail or deliver to the first Named Insured at least 10 days' notice.
 - b. There has been a substantial change in the risk assumed by us since the Policy was issued. If we cancel for this reason, we will mail or deliver to the first Named Insured at least 30 days' notice.
 - c. The Policy was obtained through material misrepresentation, fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us. If we cancel for this reason, we will mail or deliver to the first Named Insured at least 15 days' notice.
 - d. Willful and negligent acts or omission by the insured have substantially increased the hazards insured against. If we cancel for this reason, we will mail or deliver to the first Named Insured at least 15 days' notice.

- e. Revocation or suspension of your driver's license or that of another operator who either resides in the same household or customarily operates the "auto". If we cancel for this reason, we will mail or deliver to the first Named Insured at least 15 days' notice.
- f. You presented a claim based on fraud or material misrepresentation. If we cancel for this reason, we will mail or deliver to the first Named Insured at least 15 days' notice.

The written notice of cancellation will state the reason for cancellation, except that such statement may be omitted from a notice mailed to an additional insured or lienholder under this Policy.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- B. Condition 10. When We Do Not Renew of Section IV – Conditions is replaced by the following:**

When We Do Not Renew

- a. If we decide not to renew or continue this Coverage Part, we will mail to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

- b. If we offer to renew or continue and you do not accept, this Coverage Part will end on the expiration date of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
- c. If we fail to mail proper notice of nonrenewal and you obtain other insurance, this Coverage Part will end on the effective date of that other insurance.

C. Mailing Of Notices

We will mail or deliver our notice of cancellation or nonrenewal to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH DAKOTA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- I.** If you are an individual and a "covered auto" you own is of the private passenger type, and this policy covers six or less private passenger type "autos":
 - A.** The **Cancellation** Common Policy Condition is replaced by the following:

ENDING THIS POLICY

CANCELLATION

 - 1.** You may cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
 - 2.** When this policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel for any reason by mailing written notice of cancellation at least 10 days before the effective date of cancellation.
 - 3.** When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:
 - a.** Nonpayment of premium.
 - b.** You or any driver who either lives with you or customarily uses a "covered auto" has had his or her driver's license suspended or revoked during the policy period.

However, we may not cancel for this reason if the operator whose license is suspended or revoked is excluded from coverage under this policy.
- c.** This policy has been written for a period of more than a year or without a fixed expiration date. We may cancel for this reason only at an anniversary of its original effective date.
- d.** If the "covered auto" is:
 - (1)** So mechanically defective that its operation might endanger public safety;
 - (2)** Used in carrying passengers for hire or compensation; provided, however, that the use of an "auto" for a car pool is not use of an "auto" for hire or compensation;
 - (3)** Used in the transportation of flammables or explosives or for an illegal purpose;
 - (4)** An authorized emergency vehicle;
 - (5)** Altered by an insured during the policy period so as to substantially increase the risk.
- e.** You move to a state where we are not licensed to do business.
- f.** Failure to pay dues or fees where payment of the dues or fees is a prerequisite to obtaining or continuing automobile insurance coverage.
- g.** A determination by the Commissioner that the continuation of the policy would place us in violation of the law or would be hazardous to the interests of policyholders, creditors, or the public.

h. Fraud or material misrepresentation made by or with the knowledge of any insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy.

4. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund, if any, will be computed in accordance with our customary short rate procedure. If we cancel, the refund, if any, will be computed pro rata.
5. The effective date of cancellation stated in the notice shall become the end of the policy period.
6. If we cancel for any reason described in Paragraphs **A.3.a.** through **h.** above, we will mail written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason described in Paragraphs **A.3.b.** through **h.**

The notice of cancellation will state the reason(s) for cancellation.

- B. Condition 10. When We Do Not Renew of Section IV – Conditions** is replaced by the following:

WHEN WE DO NOT RENEW

1. If we decide not to renew or continue this policy we will mail you written notice of nonrenewal, stating the reason(s) for nonrenewal, at least 30 days before the end of the policy period. If the policy period is other than one year, we will have the right not to renew or continue it only at an anniversary of its original effective date. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

2. If we fail to mail proper notice of nonrenewal and you obtain other insurance this policy will end on the effective date of that insurance.

C. Mailing Of Notices

Any notice of cancellation or non-renewal will be mailed to your last known address. However, we may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

- II. For all other circumstances not described in Paragraph I., the following Conditions apply:**

- A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by Paragraphs 2. and 3. below:**

2. Policies In Effect

a. For Less Than 90 Days

If this policy has been in effect for less than 90 days, we may cancel the policy for any reason by mailing to the first Named Insured, and agent, if any, written notice of cancellation at least 10 days before the effective date of cancellation.

b. For 90 Days Or More Or Policies With Terms Longer Than One Year Or Continuous Policies

If this policy has been in effect for 90 days or more, is a renewal of a policy we issued, is a policy issued for a term longer than one year or is a continuous policy, we may cancel the policy only for one or more of the following reasons:

- (1) Nonpayment of premiums;
- (2) Misrepresentation or fraud made by the insured or with the insured's knowledge in obtaining the policy or in pursuing a claim under the policy;
- (3) The insured's actions that have substantially increased or substantially changed the risk insured;
- (4) The insured's refusal to eliminate known conditions that increase the potential for loss, after our notification that the condition must be removed;

- (5) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;
- (6) Loss of reinsurance which provided us with coverage for a significant amount of the underlying risk insured;
- (7) A determination by the insurance commissioner that the continuation of the policy could place us in violation of North Dakota insurance laws;
- (8) Nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to obtaining or continuing such insurance. Cancellation for this reason does not apply to persons who are retired at sixty-two years of age or older or to any person who is disabled according to social security standards; or

We will mail written notice of cancellation to the first Named Insured, and agent, if any, at least:

- (a) 10 days before the effective date of cancellation for nonpayment of premium; or
- (b) 30 days before the effective date of cancellation for any other reason.

However, for policies with terms longer than one year or continuous policies, notice of cancellation will be mailed at least 30 days prior to any anniversary date for any reason stated in Paragraphs **2.b.(1)** through **(8)** above.

If we cancel for a reason listed in Paragraphs **2.b.(1)** through **(8)** above, the notice of cancellation will state our reasons for cancellation.

- 3. We will mail our notice, by first class mail, to the first Named Insured and agent, if any, at the last mailing address known to us.

B. Condition 10. When We Do Not Renew of Section IV – Conditions is replaced by the following:

WHEN WE DO NOT RENEW

- 1. If we elect not to renew this policy, we will mail to the first Named Insured shown in the Declarations, and agent, if any, a notice of intention not to renew at least 30 days prior to the expiration date of the policy. The notice of nonrenewal will state our reason for nonrenewal.
- 2. We will mail our notice, by first class mail, to the first Named Insured and agent, if any, at the last mailing address known to us.
- 3. We need not mail or deliver this notice if you have:
 - a. Insured elsewhere;
 - b. Accepted replacement coverage; or
 - c. Requested or agreed to nonrenewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The **Cancellation** Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy, by mailing or delivering to the first Named Insured and any loss payee written notice of cancellation at least 10 days before the effective date of cancellation.
 - a. If this policy is a new policy and has been in effect for less than 60 days, we may cancel for any reason.
 - b. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Misrepresentation or fraud made by or with your knowledge in obtaining the policy, when renewing the policy, or in presenting a claim under the policy;
 - (3) Acts or omissions by you that substantially change or increase the risk insured;
 - (4) Determination by the commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;
 - (5) You have acted in a manner which you knew or should have known was in violation or breach of a policy term or condition;

(6) Loss of reinsurance, subject to c. below.

(7) A material change in the limits, scope of coverage, or exclusions in one or more of the "underlying insurance."

(8) Cancellation or nonrenewal of one or more of the "underlying insurance" where the policies are not replaced without lapse.

(9) A reduction in the financial rating or grade of one or more of the insurers insuring one or more of the "underlying insurance" based on an evaluation by a recognized financial rating organization.

c. We may cancel due to loss of reinsurance which provides coverage to us for a significant portion of the underlying risk insured, but only if the commissioner determines that such cancellation is justified.

3. We will mail or deliver our notice to the first Named Insured's and any loss payee's last mailing address known to us.

4. Notice of cancellation will state:

a. The reason for cancellation; and

b. The effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice. However, if cancellation is for nonpayment of premium, a certificate of mailing is not required.
- B.** The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and any loss payee at least 45 days before the expiration date of this policy, except if:
 - a. We have offered to issue a renewal policy;
or
 - b. You have failed to pay a premium due or any advance premium required by us for renewal.

- c. If we conditionally renew this policy based upon requirements relating to the "underlying insurance". In this case, if the requirements are not satisfied as of the expiration date of this policy, or 30 days after mailing or deliver of the notice, whichever is later, the conditional renewal notice shall be deemed to be an effective notice of nonrenewal.
2. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** If you are an individual and any "covered auto" you own is of the private passenger type, the **Cancellation** Common Policy Condition is replaced by the following:

Cancellation

1. You may cancel the Policy by giving us notice of cancellation.
2. When this Policy is in effect less than 55 days and is not a renewal or continuation policy, we may cancel for any reason by mailing by certified mail or delivering to you within this period written notice of cancellation at least 20 days before the effective date of cancellation. However, if we cancel for nonpayment of premium, we will mail by regular mail or deliver notice to you at least 10 days before the effective date of cancellation.
3. When this Policy is in effect 55 days or more or is a renewal or continuation policy, we may cancel only for one or more of the reasons listed below. If we cancel for nonpayment of premium, we will mail you at least 10 days' notice. If we cancel for any other reason, we will mail you at least 30 days' notice.
 - a. Nonpayment of premium.
 - b. The named insured or any other operator who either resides in the same household or customarily operates an "auto" has had his or her driver's license suspended during the policy period and the revocation or suspension has become final.
 - c. If during the first 55 days after the original issue date of the Policy the risk is unacceptable to us.

But if this Policy has been written for a period of more than a year or without a fixed expiration date, we may cancel at an anniversary of its original effective date for any reason. If we cancel, we will mail or deliver to you at least 30 days' written notice.

- d. Notice of cancellation will state the effective date of cancellation.
 - e. If this Policy is cancelled, we will send you any pro rata premium refund due. The minimum earned premium shall not be less than the pro rata premium for the expired time or \$25, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.
 - f. If notice is mailed, proof of mailing will be sufficient proof of notice.
- B.** For all other policies, the **Cancellation** Common Policy Condition is amended as follows:
1. Paragraph 1. is replaced by the following:

The first Named Insured shown in the Declarations may cancel this Policy by giving us or our authorized agent notice of cancellation.
 2. Paragraph 3. is replaced by the following:

We will mail or deliver our notice to the first Named Insured's last mailing address known to us or our authorized agent.

3. Paragraph 5. is replaced by the following:

If this Policy is cancelled, we will send the first Named Insured any pro rata premium refund due. The minimum earned premium shall not be less than the pro rata premium for the expired time or \$25, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

C. Condition 10. **When We Do Not Renew** of Section IV – Conditions is replaced by the following:

When We Do Not Renew

1. If we decide not to renew this Policy, we will mail or deliver to the first Named Insured's last mailing address known to us or our authorized agent written notice of the nonrenewal not less than 30 days before the expiration date.

2. If we offer to renew or continue and you do not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

3. If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance this Policy will end on the effective date of that insurance.

4. If notice is mailed, proof of mailing is sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** Paragraph **A.1.** of the **Cancellation** Common Policy Condition is replaced by the following:
- 1.** The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation stating a future date on which the policy is to be cancelled, subject to the following:
 - a.** If only the interest of the first Named Insured is affected, the effective date of cancellation will be either the date we receive notice from the first Named Insured or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from the first Named Insured, we may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation in writing to the first Named Insured.
 - b.** If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days' notice to the first Named Insured and the third party as soon as practicable after receiving the first Named Insured's request for cancellation.
Our notice will state the effective date of cancellation, which will be the later of the following:
 - (1)** 10 days from the date of mailing or delivering our notice; or
 - (2)** The effective date of cancellation stated in the first Named Insured's notice to us.
- B.** Paragraph **A.5.** of the **Cancellation** Common Policy Condition is replaced by the following:
- 5. Premium Refund**
- a.** If this policy is cancelled, we will send the first Named Insured any premium refund due.
 - b.** If we cancel, the refund will be pro rata, except as provided in **c.** below.
 - c.** If the cancellation results from failure of the first Named Insured to pay, when due, any premium to us or any amount, when due, under a premium finance agreement, then the refund may be less than pro rata. Calculation of the return premium at less than pro rata represents a penalty charged on unearned premium.
 - d.** If the first Named Insured cancels, the refund may be less than pro rata.
 - e.** The cancellation will be effective even if we have not made or offered a refund.
- C.** The following is added to the **Cancellation** Common Policy Condition and supersedes any other provisions to the contrary:
- If we decide to:
- 1.** Cancel or nonrenew this policy; or
 - 2.** Increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or

3. Change any policy provision which would limit or restrict coverage;

then:

We will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the first Named Insured and lienholder, if any, at the last mailing address known to us. Except as applicable as described in Paragraph D. below, we will mail or deliver notice at least:

- a. 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium; or
- b. 45 days before the effective date of cancellation if this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium; or
- c. 45 days before the expiration date of this policy if we decide to nonrenew, increase the premium or limit or restrict coverage.

D. With respect to a policy that is written to permit an audit, the following is added to the **Cancellation** Common Policy Condition:

If you fail to submit to or allow an audit for the current or most recently expired term, we may cancel this policy subject to the following:

- 1. We will make two documented efforts to send you and your agent notification of potential cancellation. After the second notice has been sent, we have the right to cancel this policy by mailing or delivering a written notice of cancellation to the first Named Insured at least 10 days before the effective date of cancellation, but not within 20 days of the first documented effort.

2. If we cancel this policy based on your failure to submit to or allow an audit, we will send the written notice of cancellation to the first Named Insured at the last known mailing address by certified mail or statutory overnight delivery with return receipt requested.

E. Paragraph **A.6.** of the **Cancellation** Common Policy Condition is replaced by the following:

If notice is mailed, a receipt provided by, or such other evidence of mailing as prescribed or accepted by, the U.S. Postal Service shall be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- I. If you are an individual and a "covered auto" you own is of the private passenger type and not used in your occupation, profession or business, other than farming, and is not used as a public or livery conveyance including, but not limited to, any period of time a "covered auto" is being used by an insured who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the "covered auto"; and your business shown in the Declarations is not a garage, sales agency, repair shop, service station or public parking place, then the **Cancellation** Common Policy Condition is replaced by the following:
 - A. **Cancellation**
 1. You or your attorney-in-fact may cancel the Policy by returning to us or by mailing to us advance written notice of the date cancellation is to take effect.
 2. We may cancel this Policy by mailing or delivering to the first Named Insured shown in the Declarations written notice of cancellation at least:
 - a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 45 days before the effective date of cancellation if we cancel for any other reason.
 3. When this Policy is in effect 60 days or more or is a renewal or continuation policy, we may only cancel for one or more of the following reasons:
 - a. Nonpayment of premium.
 - b. Your driver's license or that of a driver who lives with you or customarily uses the "covered auto" has been suspended or revoked during the policy period or, if the Policy is a renewal, during its policy period or the 90 days immediately preceding the last effective date.
 4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 5. If this Policy is cancelled, you may be entitled to a premium refund. If so, we will send the first Named Insured the refund. However, making or offering to make the refund is not a condition of cancellation. The following provisions govern calculation of return premium:
 - a. We will compute return premium pro rata and round to the next higher whole dollar when a policy is cancelled:
 - (1) At our request;
 - (2) Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
 - (3) And rewritten by us or a member of our company group; or
 - (4) After the first year, if it is a prepaid policy written for a term of more than one year.
- c. You or your attorney-in-fact has notified us that you have changed your legal residence to a state other than Virginia and your "covered auto" will be principally garaged in your new state.
- d. We replace this Policy with another one providing similar coverages and the same limits for the "covered auto". The replacement policy will take effect when this Policy is cancelled and will end a year after this Policy begins or on this Policy's expiration date, whichever is earlier.

b. When this Policy is cancelled at your request (except when Paragraph a.(2), a.(3) or a.(4) applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Condition 10. When We Do Not Renew of Section IV – Conditions is replaced by the following:

When We Do Not Renew

1. If we decide not to renew or continue this Policy, we will mail the first Named Insured shown in the Declarations notice at least 45 days before the end of the policy period. If the Policy is written for a period of less than one year or without a fixed expiration date, we will have the right not to renew or continue a particular coverage only at the end of any six-month period following its original effective date.
2. If we or our agent offers to renew or continue this Policy and you or your attorney-in-fact does not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you or your attorney-in-fact has not accepted our offer.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. Mailing Of Notices

1. Any notice of cancellation or nonrenewal will be mailed in accordance with Virginia Law to the first Named Insured's last known address. However, we may deliver any notice instead of mailing it.
2. The notice of cancellation or nonrenewal will state the specific reason(s) for cancellation or nonrenewal, except when a policy is being cancelled or nonrenewed for nonpayment of premium.

D. Additional Definitions

As used in this endorsement:

1. "Occupying" means in, upon, getting in, on, out or off.
2. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

II. For all other circumstances not described in Paragraph I., the following conditions apply:

A. Paragraphs 1. and 2. of the Cancellation Common Policy Condition are replaced by the following:

1. You or your attorney-in-fact may cancel the Policy by mailing or delivering to us advance written notice of the date cancellation is to take effect.
2. We may cancel the Policy by mailing or delivering to the first Named Insured shown in the Declarations written notice of cancellation, stating the reason(s) for cancellation, at least:
 - a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 45 days before the effective date of cancellation if we cancel for any other reason.

B. Paragraph 3. of the Cancellation Common Policy Condition does not apply.

C. Paragraph 5. of the Cancellation Common Policy Condition is replaced by the following:

5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:
 - a. We will compute return premium pro rata and round to the next higher whole dollar when this Policy is cancelled:
 - (1) At our request;
 - (2) Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;

- (3) And rewritten by us or a member of our company group; or
- (4) After the first year, if it is a prepaid policy written for a term of more than one year.
- b. When this Policy is cancelled at your request (except when Paragraph a.(2), a.(3) or a.(4) applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.

D. Condition 10. When We Do Not Renew of Section IV – Conditions is replaced by the following:

When We Do Not Renew

- 1. We may nonrenew the Policy by mailing or delivering to the first Named Insured shown in the Declarations written notice of nonrenewal, stating the reason for nonrenewal, at least:
 - a. 15 days before the expiration date of the Policy if we nonrenew for nonpayment of premium; or

- b. 45 days before the expiration date of the Policy if we nonrenew for any other reason.
- 2. If we or our agent offers to renew or continue this Policy and you or your attorney-in-fact does not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you or your attorney-in-fact has not accepted our offer.
- 3. If notice is mailed, proof of mailing will be sufficient proof of notice.

E. Mailing Of Notices

Any notice of cancellation or nonrenewal will be mailed in accordance with Virginia Law to the first Named Insured's last known address. However, we may deliver any notice instead of mailing it.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

I. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1)** With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

II. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE AMENDMENT OF LIQUOR LIABILITY EXCLUSION – EXCEPTION FOR SCHEDULED ACTIVITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
SCHEDULE

<p>Description Of Activity(ies):</p> <p>Intentionally left blank</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following replaces Exclusion c. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2) or (3) above.

This exclusion applies only if you:

- (1) Manufacture, sell or distribute alcoholic beverages;
- (2) Serve or furnish alcoholic beverages for a charge whether or not such activity:
 - (a) Requires a license;
 - (b) Is for the purpose of financial gain or livelihood;
- (3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity.

However, this exclusion does not apply to "bodily injury" or "property damage" arising out of the selling, serving or furnishing of alcoholic beverages at the specific activity(ies) described in the Schedule above.

This exclusion does not apply to the extent that valid "underlying insurance" for the liquor liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Exclusion **i.** under Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

i. Pollution

- (1)** "Bodily injury" or "property damage" which would not have occurred but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; or

- (2)** "Pollution cost or expense".

This exclusion does not apply if valid "underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – POLLUTION EXCLUSION – HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following is added to Exclusion i. under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

Paragraph (1) of this exclusion does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire unless that hostile fire occurred or originated:

- (a) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

- (b) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – MULTI-YEAR POLICIES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following is added to the Common Policy Conditions:

G. Multi-Year Policies

We may issue this policy for a term in excess of twelve months with the premium adjusted on an annual basis in accordance with our rates and rules.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA CHANGES – NOTICE OF CANCELLATION FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following is added to the **Cancellation** provisions of the Common Policy Conditions:

We will provide written notice to the Plumbing and Mechanical Systems Board at least 10 days before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA CHANGES – DEFINITION OF METATAG

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. Paragraph **2.a. (12)** under **Section I – Coverage B – Personal And Advertising Injury** is replaced by the following:

2. Exclusions

This insurance does not apply to:

a. "Personal and advertising injury":

(12) Unauthorized Use Of Another's Name Or Product

Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or "meta-tag", or any other similar tactics to mislead another's potential customers.

B. The following is added to **Section V – Definitions**:

"Metatag" means hidden or embedded text or code that is not seen by persons viewing the web site, but that operates to attract search engines to that site.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES – EMPLOYEE BENEFITS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE ENDORSEMENT

The following condition is added to Paragraph **E.** of Employee Benefits Liability Coverage Endorsement **CU 04 03:**

Your Right To Claim And Act, Error Or Omission Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding Employee Benefits Liability Coverage Endorsement we have issued to you during the previous three years:

- a.** A list or other record of each act, error or omission, not previously reported to any other insurer, of which we were notified in accordance with Paragraph **3.a.** of the Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit" condition (Paragraph **E.**). We will include the date and brief description of the act, error or omission if that information was in the notice we received.
- b.** A summary by policy year, of payments made and amounts reserved, stated separately under any applicable Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

If we cancel or elect not to renew the Employee Benefits Liability Coverage Endorsement, we will provide such information no later than 30 days before the date of policy termination. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured within 60 days after the end of the policy period. In this case, we will provide this information within 30 days of receipt of the request.

We compile "claim" and acts, errors or omissions information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective, even if we inadvertently provide inaccurate information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPLIT EXCESS UNINSURED MOTORISTS COVERAGE LIMITS

This endorsement modifies insurance provided under the following:

EXCESS UNINSURED MOTORISTS COVERAGE

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Excess Uninsured Motorists Coverage "Bodily Injury"	\$ See member certificate of participation.	Each Person
	\$ See member certificate of participation.	Each Accident
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Paragraph 1. of the **Limit Of Insurance** is replaced by the following:

1. Regardless of the number of "covered autos", insureds, premiums paid, claims made or vehicles involved in the accident, the limit of insurance is as follows:

a. The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one accident, including all damages claimed by any person or organization for care, loss of services or death resulting from the "bodily injury", is the limit for Excess Uninsured Motorists Coverage shown in the Schedule for each person.

b. Subject to the limit for each person, the most we will pay for all damages resulting from "bodily injury" caused by any one accident is the limit for Excess Uninsured Motorists Coverage shown in the Schedule for each accident.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELAWARE CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- I. If you are an individual and this policy insures a "covered auto" you own that is of the private passenger type, the **Cancellation** Common Policy Condition is replaced by the following:

ENDING THIS POLICY

A. Cancellation

1. You may cancel the policy by mailing or delivering to us advance written notice of cancellation.
2. When this policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel for any reason by mailing or delivering to you within this period written notice of cancellation at least 10 days before the effective date of cancellation.
3. When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel only for one or more of the reasons listed below. If we cancel for nonpayment of premium, we will mail you at least 10 days notice. If we cancel for any other reason, we will mail you at least 30 days notice.
 - a. Nonpayment of premium.
 - b. The policy was obtained through a material misrepresentation.
 - c. Any insured violated any of the terms and conditions of the policy.
 - d. The named insured knowingly failed to disclose fully his or her motor vehicle accidents and moving traffic violations, or his or her losses covered under any automobile physical damage or comprehensive coverage for the preceding 36 months, if called for in the application.

- e. As to renewal of the policy, if the insured at any time while the policy was in force failed to disclose fully to us upon request therefor, facts relative to "accidents" and losses incurred material to underwriting of the risk.

- f. Any insured made a false or fraudulent claim or knowingly aided or abetted another in the presentation of such a claim.

- g. The named insured or any other operator who either resides in the same household or customarily operates an "auto" insured under such policy:

- (1) Has, within the 36 months prior to the notice of cancellation or nonrenewal, had his or her driver's license under suspension or revocation except a person under the age of 18 whose license has been revoked or suspended:

(a) Pursuant to Del. Code Ann. tit. 10, section 1009;

(b) Pursuant to Del. Code Ann. tit. 4, section 904; or

(c) For a nondriving-related drug offense pursuant to Del. Code Ann. tit. 21, section 2707(b)(11) or section 4177K.

Additionally, Subparagraph (1) does not apply to a person under the age of 18 who has had his or her driver's license, driver's permit and/or driving privileges suspended, by reason of the Delaware Department of Public Safety believing that such person is a reckless or negligent driver of a motor vehicle or has committed a serious moving traffic violation;

- (2) Has a history of and is subject to epilepsy or heart attacks, and such individual cannot produce a certificate from a physician testifying to his or her unqualified ability to operate a motor vehicle safely;
- (3) Has an accident record, conviction record (criminal or traffic), physical, mental or other condition which is such that his or her operation of an "auto" might endanger the public safety;
- (4) Has, while the policy is in force, engaged in a competitive speed contest while operating an "auto" insured under the policy;
- (5) Is addicted to or uses narcotics or other drugs;
- (6) Uses alcoholic beverages to excess thereby impairing his or her ability to operate a motor vehicle;
- (7) Has been convicted, or forfeited bail, during the 36 months immediately preceding the notice of cancellation or nonrenewal, for:
 - (a) Any felony;
 - (b) Criminal negligence resulting in death, homicide or assault arising out of the operation of a motor vehicle;
 - (c) Operating a motor vehicle while in an intoxicated condition or while under the influence of drugs;
 - (d) Leaving the scene of an accident without stopping to report;
 - (e) Theft or unlawful taking of a motor vehicle; or
 - (f) Making false statements in an application for a driver's license;
- (8) Has been convicted of, or forfeited bail, for three or more violations, the point total for which exceeds eight points, or three at-fault accidents in which claims are paid in excess of \$250 per accident within the 36 months immediately preceding the notice of cancellation or nonrenewal, of any law, ordinance or regulation limiting the speed of motor vehicles or any of the provisions of the motor vehicle laws of any state, violation of which constitutes a dangerous moving violation as set forth in Del. Code Ann. tit. 21, chapter 41, whether or not the violations were repetitions of the same offense or different offenses.

h. The "covered auto" is:

- (1) So mechanically defective that its operation might endanger public safety;
- (2) Used in carrying passengers for hire or compensation, except that the use of an "auto" for a car pool shall not be considered use of an "auto" for hire or compensation;
- (3) Used in the business of transportation of flammables or explosives;
- (4) An authorized emergency vehicle;
- (5) Modified or changed in condition during the policy period so as to increase the risk substantially; or
- (6) Subject to an inspection law and has not been inspected or, if inspected fails to qualify.

But if this policy has been written for a period of more than a year or without a fixed expiration date, we may cancel at an anniversary of its original effective date for any reason. If we cancel, we will mail or deliver to you at least 30 days written notice.

- 4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata.

If the first Named Insured cancels, the refund may be less than pro rata. If the first Named Insured cancels, we will refund the unearned premium only if one of the following has occurred:

- a. The "covered auto" is no longer owned by the first Named Insured;
- b. The "covered auto" is no longer operable or capable of being repaired so as to become operable; or
- c. The first Named Insured becomes self-insured under the provisions of the Delaware Insurance Code.

The cancellation will become effective even if we have not made or offered a refund.

B. Nonrenewal

1. If we decide not to renew or continue this policy we will mail or deliver to you written notice at least 30 days before the end of the policy period. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
2. If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance this policy will end on the effective date of that insurance.

C. Mailing Of Notices

We will mail by certified mail or deliver our notice of cancellation or nonrenewal to your last mailing address known to us, except that notice of cancellation for nonpayment of premium will be mailed by regular mail. If notice is mailed, proof of mailing will be sufficient proof of notice.

- II. For all other policies insuring "covered autos" not described in Paragraph I.:

A. Paragraph A.5. of the Cancellation Common Policy Condition is replaced by the following:

5. If this policy is cancelled we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata.

If the first Named Insured cancels, the refund may be less than pro rata. If the first Named Insured cancels, we will refund the unearned premium only if one of the following has occurred:

- a. The "covered auto" is no longer owned by the first Named Insured;
- b. The "covered auto" is no longer operated or capable of being repaired so as to become operable; or
- c. The first Named Insured becomes self-insured under the provisions of the Delaware Insurance Code.

The cancellation will become effective even if we have not made or offered a refund.

- III. The following Condition applies to all policies except those policies described in Section I of this endorsement:

Condition **10. When We Do Not Renew of Section IV – Conditions** is replaced by the following:

WHEN WE DO NOT RENEW

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, at least 60 days before the expiration date, or the anniversary date if this is a policy written for a term of more than one year or with no fixed expiration date.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.
3. If notice of nonrenewal is mailed, it will be sent by certified mail.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** The term "spouse" is replaced by the following:
Spouse or party to a civil union under Vermont law.
- B.** Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:
"Family member" means a person, who is a resident of your household and is related to you by blood, adoption, including a ward or foster child, marriage, or civil union under Vermont law.
- C.** With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part or the Farm Umbrella Liability Policy, the term "family member" is replaced by the following:
"Family member" means a person, who is a resident of your household and is related to you by blood, adoption, including a ward or foster child, marriage, or civil union under Vermont law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WYOMING CHANGES – DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART – LEGAL LIABILITY COVERAGE FORM
 COMMERCIAL PROPERTY COVERAGE PART – MORTGAGEHOLDER'S ERRORS AND OMISSIONS
 COVERAGE FORM
 ELECTRONIC DATA LIABILITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCT WITHDRAWAL COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK COVERAGE PART

- A.** The provisions of Paragraph **B.** are added to all Insuring Agreements that set forth a duty to defend under:
1. Section **I** of the Commercial General Liability, Commercial Liability Umbrella, Electronic Data Liability, Employment-related Practices Liability, Farm, Liquor Liability, Owners And Contractors Protective Liability, Pollution Liability, Products/Completed Operations Liability, Product Withdrawal, Medical Professional Liability, Railroad Protective Liability and Underground Storage Tank Coverage Parts, Auto Dealers Coverage Form and the Farm Umbrella Liability Policy;
 2. Section **II** under the Auto Dealers, Business Auto and Motor Carrier Coverage Forms;
 3. Section **III** under the Auto Dealers and Motor Carrier Coverage Forms;
 4. Section **A.** Coverage under the Legal Liability Coverage Form; and
 5. Coverage **C** – Mortgageholder's Liability under the Mortgageholder's Errors And Omissions Coverage Form.
- Paragraph **B.** also applies to any other provision in the policy that sets forth a duty to defend.
- B.** If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that none of the claims, for which we provided a defense or defense costs, are covered under this insurance, we have the right to reimbursement for the defense costs we have incurred.
- The right to reimbursement under this provision will only apply to the costs we have incurred after we notify you in writing that there may not be coverage and that we are reserving our rights to terminate the defense or the payment of defense costs and to seek reimbursement for defense costs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEVADA CHANGES – DOMESTIC PARTNERSHIP

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 ELECTRONIC DATA LIABILITY COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCT WITHDRAWAL COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK POLICY

- A.** All references to spouse shall include an individual who is in a domestic partnership recognized under Nevada law.
- B.** Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:
 "Family member" means a person related to the:
1. Individual Named Insured by blood, adoption, marriage or domestic partnership recognized under Nevada law, who is a resident of such Named Insured's household, including a ward or foster child; or
 2. Individual named in the Schedule by blood, adoption, marriage or domestic partnership recognized under Nevada law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.
- C.** With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:
 "Family member" means a person related to you by blood, adoption, marriage or domestic partnership recognized under Nevada law, who is a resident of your household, including a ward or foster child.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES – WORKERS' COMPENSATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 FARM LIABILITY COVERAGE FORM
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK POLICY

- | | |
|--|--|
| <p>A. For insurance provided under the:</p> <ul style="list-style-type: none"> Commercial General Liability Coverage Part Commercial Liability Umbrella Coverage Part Employment-Related Practices Liability Coverage Part Liquor Liability Coverage Part Medical Professional Liability Coverage Part Owners And Contractors Protective Liability Coverage Part Pollution Liability Coverage Part Products/Completed Operations Liability Coverage Part Railroad Protective Liability Coverage Part Underground Storage Tank Policy <p>The following is added to the Workers' Compensation And Similar Laws Exclusion:</p> <p>This exclusion also applies to any obligation of the insured under the Indiana Workers' Compensation statutes arising out of the failure of the insured to exact from a contractor (or subcontractor if the insured is a contractor) a certificate from the workers' compensation board showing that the contractor (or subcontractor) has complied with the applicable workers' compensation insurance requirements.</p> | <p>B. For insurance provided under the Commercial Automobile Coverage Part, the following is added to the Workers' Compensation Exclusion:</p> <p>This exclusion also applies to any obligation of the "insured" under the Indiana Workers' Compensation statutes arising out of the failure of the "insured" to exact from a contractor (or subcontractor if the "insured" is a contractor) a certificate from the workers' compensation board showing that the contractor (or subcontractor) has complied with the applicable workers' compensation insurance requirements.</p> <p>C. For insurance provided under the Farm Liability Coverage Form and Farm Umbrella Liability Policy, the following is added to the Workers' Compensation Or Similar Law Exclusion:</p> <p>This exclusion also applies to any obligation of the "insured" under the Indiana Workers' Compensation statutes arising out of the failure of the "insured" to exact from a contractor (or subcontractor if the "insured" is a contractor) a certificate from the workers' compensation board showing that the contractor (or subcontractor) has complied with the applicable workers' compensation insurance requirements.</p> |
|--|--|

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES – DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART – LEGAL LIABILITY COVERAGE FORM
 COMMERCIAL PROPERTY COVERAGE PART – MORTGAGEHOLDER'S ERRORS AND OMISSIONS COVERAGE FORM
 ELECTRONIC DATA LIABILITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCT WITHDRAWAL COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK COVERAGE PART

- A.** The provisions of Paragraph **B.** are added to all Insuring Agreements that set forth a duty to defend under:
1. Section **I** of the Commercial General Liability, Commercial Liability Umbrella, Electronic Data Liability, Employment-related Practices Liability, Farm, Liquor Liability, Medical Professional Liability, Owners And Contractors Protective Liability, Pollution Liability, Product Withdrawal, Products/Completed Operations Liability, Railroad Protective Liability and Underground Storage Tank Coverage Parts, Auto Dealers Coverage Form and the Farm Umbrella Liability Policy;
 2. Section **II** under the Auto Dealers, Business Auto and Motor Carrier Coverage Forms;
 3. Section **III** under the Auto Dealers and Motor Carrier Coverage Forms;
 4. Section **A.** Coverage under the Legal Liability Coverage Form; and
 5. Coverage **C** – Mortgageholder's Liability under the Mortgageholder's Errors And Omissions Coverage Form.
- Paragraph **B.** also applies to any other provision in the policy that sets forth a duty to defend.
- B.** If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that none of the claims ("claims"), for which we provided a defense or defense costs, are covered under this insurance, we have the right to reimbursement for the defense costs we have incurred.
- The right to reimbursement under this provision will only apply to the costs we have incurred after we notify you in writing that there may not be coverage and that we are reserving our rights to terminate the defense or the payment of defense costs and to seek reimbursement for defense costs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA CHANGES – ATTORNEY'S FEES

This endorsement modifies insurance provided under the following:

- COMMERCIAL AUTOMOBILE COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
- COMMERCIAL PROPERTY – LEGAL LIABILITY COVERAGE FORM
- COMMERCIAL PROPERTY – MORTGAGEHOLDER'S ERRORS AND OMISSIONS COVERAGE FORM
- FARM COVERAGE PART
- FARM UMBRELLA LIABILITY POLICY
- LIQUOR LIABILITY COVERAGE PART
- MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Attorney's Fees For A Judgment Of	Additional Premium
\$	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

In any "suit" we defend in Alaska, our obligation under Supplementary Payments to pay all costs taxed against the "insured" is amended by the following:

A. We will pay that portion of the attorney's fees awarded as costs which does not exceed the amount allowed for a contested case in the schedule of attorney's fees contained in Alaska Civil Rule 82 for a judgment equal to the applicable Limit of Insurance.

B. However, if a premium and a judgment amount are shown in the Schedule, we will pay, instead of the attorney's fees provided in Paragraph **A.** above, that portion of the attorney's fees awarded as costs which do not exceed the amount allowed for a contested case in Civil Rule 82 for the judgment amount shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 ELECTRONIC DATA LIABILITY COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCT WITHDRAWAL COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK POLICY

- A.** The term "spouse" is replaced by the following:
 Spouse or party to a civil union recognized under Colorado law.
- B.** Under the Commercial Automobile Coverage Part, the term "family member" is replaced by the following and supersedes any other provisions to the contrary:
 "Family member" means a person related to:
1. The individual Named Insured by blood, adoption, marriage or civil union recognized under Colorado law, who is a resident of such Named Insured's household, including a ward or foster child;
 2. The individual named in the Schedule by blood, adoption, marriage or civil union recognized under Colorado law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individuals endorsement is attached.
- C.** With respect to coverage for the ownership, maintenance or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:
 "Family member" means a person related to you by blood, adoption, marriage or civil union recognized under Colorado law, who is a resident of your household, including a ward or foster child.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES – STATUTORY LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY – LEGAL LIABILITY COVERAGE FORM
 COMMERCIAL PROPERTY – MORTGAGEHOLDER'S ERRORS AND OMISSIONS COVERAGE FORM
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART

- A.** In addition to paying and satisfying judicial judgments rendered against you* in consequence of claims to which this Coverage Part applies, we will protect you* against the levy of executions issued on such judgments or claims against you*.
- B.** We may, without your* consent, continue litigation after a judgment has been rendered with respect to your* legal liability under this Coverage Part for damages in a particular instance. In that event, no limitation of our liability will be valid where the matter of that litigation is concerned.
- C.** Under Coverage Forms to which this endorsement applies, any legal action against us to recover for loss under this Coverage Part must be brought within one year after amount of loss is finally established. The amount of loss can be established only by:
1. Judicial judgment; or
 2. An agreement between the parties involved with our written consent.
- D.** In the event of your* bankruptcy or insolvency, an injured person or claimant who has obtained a judgment against you* may bring suit against us, provided:
1. The judgment was for damages covered by this policy; and
 2. The suit is for damages in amounts no greater than the applicable Limits of Insurance of this policy.
- E.** Payment by you* of any judicial judgment or claim for any of our liability under this Coverage Part will not deprive you* of the right to bring action against us.
- * For the Commercial General Liability Coverage Part, Commercial Liability Umbrella Coverage Part, Employment-Related Practices Liability Coverage Part, Farm Coverage Part, Farm Umbrella Liability Policy, Liquor Liability Coverage Part, Owners And Contractors Protective Liability Coverage Part, Pollution Liability Coverage Part, Products/Completed Operations Liability Coverage Part, Medical Professional Liability Coverage Part and Railroad Protective Liability Coverage Part, the word "you" is replaced by the term "the insured" and the word "your" is replaced by the term "the insured's".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RHODE ISLAND CHANGES – PREJUDGMENT INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY – LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY – MORTGAGEHOLDER'S ERRORS AND OMISSIONS COVERAGE FORM
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

The paragraph in the **Supplementary Payments** Section relating to prejudgment interest is replaced by the following:

1. Prejudgment interest awarded against you* on the entire judgment if we reject a written settlement offer by the plaintiff that is equal to or less than the applicable limit of insurance in this policy; or
2. If Paragraph 1. above does not apply, prejudgment interest awarded against you* on that part of the judgment we pay.

* For the Commercial General Liability Coverage Part, Commercial Liability Umbrella Coverage Part, Employment-related Practices Liability Coverage Part, Farm Coverage Part, Farm Umbrella Liability Policy, Liquor Liability Coverage Part, Owners And Contractors Protective Liability Coverage Part, Pollution Liability Coverage Part, Products/Completed Operations Liability Coverage Part, Medical Professional Liability Coverage Part, Railroad Protective Liability Coverage Part and the Underground Storage Tank Policy the word you is replaced by the term "the insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

- A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:**
- 2.a.** We may cancel this Policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:
- (1)** 10 days before the effective date of cancellation if:
 - (a)** We cancel for nonpayment of premium;
 - (b)** We cancel for substantial increase in hazard; or
 - (c)** This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.
 - (2)** 60 days before the effective date of cancellation if Paragraph **2.a.(1)** of this endorsement does not apply.
- b.** If this Policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:
- (1)** Nonpayment of premium;
 - (2)** Fraud or material misrepresentation affecting the Policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the Policy; or
 - (3)** A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed.
- 3.** We will mail or physically deliver our notice to your last mailing address known to us.
- B. The following is added and supersedes any provision to the contrary:**
- Nonrenewal**
- 1.** If we elect not to renew this Policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the Policy, or its anniversary date if it is a policy written for a term of more than one year.
 - 2.** However, we need not mail or physically deliver this notice if:
 - a.** We have indicated a willingness to renew;
 - b.** We refuse to renew due to nonpayment of premium;
 - c.** You do not pay any advance premium required by us for renewal; or
 - d.** Any property covered in this Policy is insured under any other insurance policy.
 - 3.** If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART

- A.** The term "spouse" is replaced by the following:
Spouse or party to a civil union recognized under Connecticut law.
- B.** Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:
"Family member" means a person related to the:
1. Individual Named Insured by blood, adoption, marriage or civil union recognized under Connecticut law, who is a resident of such Named Insured's household, including a ward or foster child; or
 2. Individual named in the Schedule by blood, adoption, marriage or civil union recognized under Connecticut law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.
- C.** With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, or Farm Umbrella Liability Policy, the term "family member" is replaced by the following:
"Family member" means a person related to you by blood, adoption, marriage or civil union recognized under Connecticut law, who is a resident of your household, including a ward or foster child.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- A.** The term "spouse" is replaced by the following:
Spouse or party to a civil union recognized under New Jersey law.
- B.** Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:
"Family member" means a person related to the:
1. Individual Named Insured by blood, adoption, marriage or civil union recognized under New Jersey law, who is a resident of such Named Insured's household, including a ward or foster child; or
 2. Individual named in the Schedule by blood, adoption, marriage or civil union recognized under New Jersey law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.
- C.** With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:
"Family member" means a person related to you by blood, adoption, marriage or civil union recognized under New Jersey law, who is a resident of your household, including a ward or foster child.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OREGON CHANGES – DOMESTIC PARTNERSHIP

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 ELECTRONIC DATA LIABILITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCT WITHDRAWAL COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK POLICY

- A.** The term "spouse" is replaced by the following:
 Spouse or individual who is in a domestic partnership recognized under Oregon law.
- B.** Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:
 "Family member" means a person related to the:
1. Individual Named Insured by blood, adoption, marriage or domestic partnership recognized under Oregon law, who is a resident of such Named Insured's household, including a ward or foster child; or
 2. Individual named in the Schedule by blood, adoption, marriage or domestic partnership recognized under Oregon law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.
- C.** With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:
 "Family member" means a person related to you by blood, adoption, marriage or domestic partnership recognized under Oregon law, who is a resident of your household, including a ward or foster child.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- A.** The term "spouse" is replaced by the following:
Spouse or party to a civil union recognized under Illinois law.
- B.** Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:
"Family member" means a person related to the:
1. Individual Named Insured by blood, adoption, marriage or civil union recognized under Illinois law, who is a resident of such Named Insured's household, including a ward or foster child; or
 2. Individual named in the Schedule by blood, adoption, marriage or civil union recognized under Illinois law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.
- C.** With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:
"Family member" means a person related to you by blood, adoption, marriage or civil union recognized under Illinois law, who is a resident of your household, including a ward or foster child.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HAWAII CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 ELECTRONIC DATA LIABILITY COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCT WITHDRAWAL COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 PROFESSIONAL LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK POLICY

- A.** The term "spouse" is replaced by the following:
 Spouse or partner to a civil union recognized under Hawaii law.
- B.** Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following and supersedes any other provisions to the contrary:
 "Family member" means a person:
- 1.** Who is a resident of the Individual Named Insured's household and is either:
 - a.** Related to such Named Insured by blood, adoption, marriage or civil union recognized under Hawaii law. This includes a ward or foster child; or
 - b.** Registered with the Director of Health as a reciprocal beneficiary; or
 - 2.** Related to the individual named in the Schedule by blood, adoption, marriage or civil union recognized under Hawaii law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individuals endorsement is attached; or
 - 3.** Related to you by blood, adoption, marriage or civil union recognized under Hawaii law, who is a resident of your household, including a ward or foster child, if the Individual Named Insured endorsement is attached.
- C.** With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:
 "Family member" means a person related to you by blood, adoption, marriage or civil union recognized under Hawaii law, who is a resident of your household, including a ward or foster child.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELAWARE CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 ELECTRONIC DATA LIABILITY COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCT WITHDRAWAL COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK POLICY

- A.** The term "spouse" is replaced by the following:
 Spouse or party to a civil union recognized under Delaware law.
- B.** Under the Commercial Automobile Coverage Part, the term "family member" is replaced by the following and supersedes any other provisions to the contrary:
 "Family member" means:
1. A person related to the individual Named Insured by blood, adoption, marriage or civil union recognized under Delaware law, who is a resident of such Named Insured's household, including a ward or foster child;
 2. Members of your immediate family including a partner to a civil union recognized under Delaware law, not having a separate household and persons actually residing with and economically dependent upon you, if Delaware Personal Injury Protection Endorsement is attached;
 3. A person related to the individual named in the Schedule by blood, adoption, marriage or civil union recognized under Delaware law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individuals endorsement is attached; or
- 4.** A person related to you by blood, adoption, marriage or civil union recognized under Delaware law, who is a resident of your household, including a ward or foster child, if the Individual Named Insured endorsement is attached.
- C.** With respect to coverage for the ownership, maintenance or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:
 "Family member" means a person related to you by blood, adoption, marriage or civil union recognized under Delaware law, who is a resident of your household, including a ward or foster child.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RHODE ISLAND CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 ELECTRONIC DATA LIABILITY COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCT WITHDRAWAL COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK POLICY

- A.** The term "spouse" is replaced by the following:
 Spouse or party to a civil union recognized under Rhode Island law.
- B.** Under the Commercial Automobile Coverage Part, the term "family member" is replaced by the following and supersedes any other provisions to the contrary:
 "Family member" means a person related to:
1. An individual Named Insured by blood, adoption, marriage or civil union recognized under Rhode Island law, who is a resident of such Named Insured's household, including a ward or foster child;
 2. The individual named in the Schedule by blood, adoption, marriage or civil union recognized under Rhode Island law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individuals endorsement is attached; or
 3. You by blood, adoption, marriage or civil union recognized under Rhode Island law, who is a resident of your household, including a ward or foster child, if the Individual Named Insured endorsement is attached.
- C.** With respect to coverage for the ownership, maintenance or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:
 "Family member" means a person related to you by blood, adoption, marriage or civil union recognized under Rhode Island law, who is a resident of your household, including a ward or foster child.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART – LEGAL LIABILITY COVERAGE FORM
 COMMERCIAL PROPERTY COVERAGE PART – MORTGAGEHOLDERS ERRORS AND OMISSIONS
 COVERAGE FORM
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCT WITHDRAWAL COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK COVERAGE PART

- A.** The provisions of Paragraph **B.** are added to all Insuring Agreements that set forth a duty to defend under:
1. Section **I** of the Commercial General Liability, Commercial Liability Umbrella, Employment-related Practices Liability, Farm, Liquor Liability, Owners And Contractors Protective Liability, Pollution Liability, Products/Completed Operations Liability, Product Withdrawal, Medical Professional Liability, Railroad Protective Liability, Underground Storage Tank Coverage Parts, Auto Dealers Coverage Form and the Farm Umbrella Liability Policy;
 2. Section **II** under the Auto Dealers, Business Auto and Motor Carrier Coverage Forms;
 3. Section **III** under the Auto Dealers and Motor Carrier Coverage Forms;
 4. Section **A.** Coverage under the Legal Liability Coverage Form; and
 5. Coverage **C** – Mortgageholder's Liability under the Mortgageholders Errors And Omissions Coverage Form.
- Paragraph **B.** also applies to any other provision in the policy that sets forth a duty to defend.
- B.** If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that the claim(s) is (are) not covered under this insurance, we will have the right to reimbursement for the defense costs we have incurred.
- The right to reimbursement for the defense costs under this provision will only apply to defense costs we have incurred after we notify you in writing that there may not be coverage, and that we are reserving our rights to terminate the defense and seek reimbursement for defense costs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH DAKOTA CHANGES – EXAMINATION OF YOUR BOOKS AND RECORDS

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The **Examination Of Your Books And Records** Common Policy Condition is replaced by the following:

EXAMINATION OF YOUR BOOKS AND RECORDS

1. Except as provided in 2. below, we may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

2. Any audit conducted to determine the premium due or to be refunded must be completed within 180 days after:

- a. The expiration date of the policy; or
- b. The anniversary date, if this is a continuous policy or a policy written for a term longer than one year;

unless you agree in writing to extend the audit period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTANA CHANGES – CONFORMITY WITH STATUTES

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. The following condition is added:

Conformity with Montana statutes. The provisions of this policy or Coverage Part conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which you reside on or after the effective date of this policy or Coverage Part.

However, with respect to insurance provided under the Commercial Automobile Coverage Part, while a covered "auto" is away from Montana:

1. We will increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

2. We will provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

3. No one will be entitled to duplicate payments for the same elements of loss.

- B.** Any provision of this policy or Coverage Part (including endorsements which modify the policy or Coverage Part) that does not conform to the minimum requirements of a Montana statute is amended to conform to such statute.

OKLAHOMA NOTICE

The following statement is added to the policy:

WARNING:

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy, containing any false, incomplete or misleading information, is guilty of a felony.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RHODE ISLAND CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY – LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY – MORTGAGEHOLDERS ERRORS AND OMISSIONS COVERAGE FORM
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM LIABILITY COVERAGE FORM
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition:**

When an insurer or its agents recover payment on a casualty loss from a third party through subrogation, the insurer must first pay the insured the deductible portion of the casualty loss, less the pro-rated share of subrogation expenses and thereafter retain any funds in excess of the deductible portion of the recovery.

B. The following provision is added:

DIRECT LIABILITY OF INSURERS

We will be directly liable for those sums the insured becomes legally obligated to pay as damages to the injured party to which this insurance applies. In the event of that injured party's death, we will be directly liable for those sums the insured becomes legally obligated to pay as damages to the party entitled to sue as a result of the injured party's death, and to which this insurance applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
FARM LIABILITY COVERAGE FORM
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

We will be entitled to recovery only after the insured ("insured") has been fully compensated for the loss or damage sustained, including expenses incurred in obtaining full compensation for the loss or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the insured. The underwriting reasons or guidelines that an insurer can use to cancel or nonrenew this policy are maintained by the insurer in writing and will be furnished to the insured and/or the insured's lawful representative upon written request.
- This provision shall not apply to any policy which has been in effect for less than 60 days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.
- B.** Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:
- 2.** If this policy has been in effect for less than 60 days, we may cancel this policy for any reason subject to the following:
- a.** We may cancel this policy by mailing or delivering to the first Named Insured and any person entitled to notice under this policy written notice, of cancellation, at least:
- (1)** 10 days before the effective date of cancellation if we cancel for:
- (a)** Nonpayment of premium; or
- (b)** Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f) as follows:
- (i)** "The risk, danger or probability that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. Any change in the circumstances of an insured that will increase the probability of such a destruction may be considered a 'moral hazard'; and
- (ii)** "The substantial risk, danger or probability that the character, circumstances or personal habits of the insured may increase the possibility of loss or liability for which an insurer will be held responsible. Any change in the character or circumstances of an individual, corporate, partnership or other insured that will increase the probability of such a loss or liability may be considered a 'moral hazard'".

- (2) 30 days before the effective date of cancellation if we cancel for any other reason.
 - b. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation.
- C. The following is added to the **Cancellation** Common Policy Condition:
- 7. Cancellation Of Policies In Effect For 60 Days Or More**
- a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f);
 - (3) Material misrepresentation or nondisclosure to us of a material fact at the time of acceptance of the risk;
 - (4) Increased hazard or material change in the risk assumed which we could not have reasonably contemplated at the time of assumption of the risk;
 - (5) Substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;
 - (6) Lack of cooperation from the insured on loss control matters materially affecting insurability of the risk;
 - (7) Fraudulent acts against us by the insured or its representative that materially affect the nature of the risk insured;
 - (8) Loss of or reduction in available insurance capacity;
 - (9) Material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal;
 - (10) Loss of or substantial changes in applicable reinsurance;
 - (11) Failure by the insured to comply with any Federal, State or local fire, health, safety or building or construction regulation, law or ordinance with respect to an insured risk which substantially increases any hazard insured against within 60 days of written notification of a violation of any such law, regulation or ordinance;
 - (12) Failure by the insured to provide reasonable and necessary underwriting information to us upon written request therefore and a reasonable opportunity to respond.
 - (13) Agency termination, provided:
 - (a) We document that replacement coverage at comparable rates and terms has been provided to the first Named Insured, and we have informed the first Named Insured, in writing, of the right to continue coverage with us; or
 - (b) We have informed the first Named Insured, in writing, of the right to continue coverage with us and the first Named Insured has agreed, in writing, to the cancellation or nonrenewal based on the termination of the first Named Insured's appointed agent.
 - (14) Any other reasons in accordance with our underwriting guidelines for cancellation of commercial lines coverage.
 - b. If we cancel this policy based on Paragraph 7.a.(1) or (2) above, we will mail or deliver a written notice, to the first Named Insured and any person entitled to notice under this policy, at least 10 days before the effective date of cancellation. If we cancel this policy for any other reason listed above, we will mail or deliver a written notice to the first Named Insured and any person entitled to notice under this policy, not more than 120 days nor less than 30 days before the effective date of such cancellation.
 - c. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation. For cancellation due to the nonpayment of premium, the notice will state the effect of nonpayment by the due date. Cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the effective date set forth in the notice.
 - d. Notice will be sent to the last mailing addresses known to us, by:
 - (1) Certified mail; or
 - (2) First class mail, if we have obtained from the post office a date stamped proof of mailing showing names and addresses.

- e. We need not send notice of cancellation if you have:
 - (1) Replaced coverage elsewhere; or
 - (2) Specifically requested termination.
- D. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

- 1. We may elect not to renew this policy for any reason permitted to cancel it. If we elect not to renew this policy, we will mail a notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 30 days but not more than 120 days before the expiration date of this policy. If this policy does not have a fixed expiration date, it shall be deemed to expire annually on the anniversary of its inception.

- 2. This notice will be sent to the first Named Insured at the last mailing address known to us by:
 - a. Certified mail; or
 - b. First class mail, if we have obtained from the post office a date stamped proof of mailing showing the first Named Insured's name and address.
- 3. We need not mail or deliver this notice if you have:
 - a. Replaced coverage elsewhere; or
 - b. Specifically requested termination.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The **Cancellation** Common Policy Condition is replaced by the following:

Cancellation

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation Of Policies In Effect For Less Than 60 Days.

If this Policy has been in effect for less than 60 days and this Policy is not a renewal of a policy we issued, we may cancel this Policy by:

- a.** Giving at least 15 days' notice prior to the cancellation date for nonpayment of premium or substantial increase in hazard; or
- b.** Mailing or delivering at least 45 days' notice prior to the cancellation date for any other reason.

Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

3. Cancellation Of Policies In Effect For 60 Days Or More.

If this Policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel this Policy only for one or more of the following reasons:

- a.** Nonpayment of premium;
- b.** Fraud or material misrepresentation affecting this Policy or in the presentation of claims under this Policy;
- c.** Violation of any provisions of this Policy; or
- d.** Substantial increase in hazard, provided we have secured approval for the cancellation from the commissioner of insurance.

If we cancel this Policy for one of the reasons specified in Paragraph **3.**, we will cancel only in the following manner:

- a.** By giving at least 15 days' notice before the effective date of cancellation if we cancel for nonpayment of premium; or

- b. By mailing or delivering at least 45 days' notice before the effective date of cancellation if we cancel for any other reason.

Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

- 4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- 6. If notice is mailed, proof of mailing will be sufficient proof of notice.

- B. Any **When We Do Not Renew** Condition is deleted.

The following conditions are added:

1. When We Do Not Renew

- a. We may elect not to renew this Policy by mailing, by certified mail, or delivering written notice of nonrenewal to the first Named Insured's last mailing address known to us. We will mail or deliver this notice at least 45 days before the:

- (1) Expiration of the Policy; or

- (2) Anniversary date of this Policy if this Policy has been written for a term of more than one year.

- b. This provision does not apply:

- (1) If we have indicated a willingness to renew;
- (2) In case of nonpayment of premium;
- (3) If you do not pay any advance premium required by us for renewal; or
- (4) If any property covered in this Policy is insured under any other insurance policy.

2. Renewal

- a. If we:

- (1) Elect to renew this Policy; and
- (2) Have the necessary information to issue a renewal policy,

we will confirm in writing at least 45 days before it expires our intention to renew this Policy; and the premium at which this Policy will be renewed.

- b. If we do not comply with the provisions of Paragraph a., you will have renewal coverage. The renewal coverage will be at the rates:

- (1) In effect under the expiring or expired policy; or
- (2) In effect on the expiration date, that have been approved by the Commissioner,

whichever are lower.

This renewal coverage will be on a pro rata basis and will continue for 45 days after we confirm renewal coverage and premium. If you accept this renewal policy, this Paragraph b. does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.

B. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation Of Policies In Effect For 60 Days Or More

- a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy by mailing through first-class mail to the first Named Insured written notice of cancellation:
 - (1) Including the actual reason, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
 - (2) At least 45 days before the effective date of cancellation if we cancel for any other reason.

We may only cancel this policy based on one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) A false statement knowingly made by the insured on the application for insurance; or
- (3) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

C. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

If we decide not to renew this policy, we will mail through first-class mail to the first Named Insured shown in the Declarations written notice of the nonrenewal at least 45 days before the expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

D. The following condition is added:

INCREASE IN PREMIUM OR DECREASE IN COVERAGE

We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail through first-class mail written notice of our intention, including the actual reason, to the first Named Insured's last mailing address known to us, at least 45 days before the effective date.

Any decrease in coverage during the policy term must be based on one or more of the following reasons:

1. Nonpayment of premium;
2. A false statement knowingly made by the insured on the application for insurance; or
3. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:
- 2.a.** Subject to Paragraph **2.b.**, we may cancel this policy by mailing or delivering to the first Named Insured and any lienholder or loss payee named in the policy written notice of cancellation at least:
- (1)** 10 days before the effective date of cancellation, stating the reason for cancellation, if we cancel for nonpayment of premium; or
 - (2)** 20 days before the effective date of cancellation if we cancel for any other reason.
- b.** The following applies to the Farm Umbrella Liability Policy, Commercial Liability Umbrella Coverage Part and the Commercial Automobile Coverage Part:
- We may cancel this policy by mailing or delivering to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, written notice of cancellation at least:
- (1)** 10 days before the effective date of cancellation, stating the reason for cancellation, if we cancel for nonpayment of premium; or
 - (2)** 20 days before the effective date of cancellation if we cancel for any other reason.
- c.** If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:
- (1)** Nonpayment of premium;
 - (2)** Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
 - (3)** The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
 - (4)** Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
 - (5)** Nonpayment of membership dues in those cases where our bylaws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or

- (6) A material violation of a material provision of the policy.
- B. Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:**
- 5.a.** If this policy is cancelled, we will send the first Named Insured any premium refund due.
- b.** We will refund the pro rata unearned premium if the policy is:
- (1) Cancelled by us or at our request;
 - (2) Cancelled but rewritten with us or in our company group;
 - (3) Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
 - (4) Cancelled after the first year of a prepaid policy that was written for a term of more than one year.
- c.** If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in **b.(2), (3) or (4)** above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
- d.** The cancellation will be effective even if we have not made or offered a refund.
- e.** If the first Named Insured cancels the policy, we will retain no less than \$100 of the premium, subject to the following:
- (1) We will retain no less than \$250 of the premium for the Equipment Breakdown Coverage Part.
 - (2) We will retain the premium developed for any annual policy period for the General Liability Classifications, if any, shown in the Declarations.
 - (3) If the Commercial Auto Coverage Part covers only snowmobiles or golfmobiles, we will retain \$100 or the premium shown in the Declarations, whichever is greater.
- (4) If the Commercial Auto Coverage Part covers an "auto" with a mounted amusement device, we will retain the premium shown in the Declarations for the amusement device and not less than \$100 for the auto to which it is attached.
- C. Paragraph g. of the **Mortgageholders** Condition, if any, is replaced by the following:**
- g.** If we elect not to renew this policy, we will give written notice to the mortgageholder:
- (1) As soon as practicable if nonrenewal is due to the first Named Insured's failure to pay any premium required for renewal; or
 - (2) At least 60 days before the expiration date of this policy if we nonrenew for any other reason.
- D. The following condition is added and supersedes any other provision to the contrary:**
- Nonrenewal**
1. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations, and to any lienholder or loss payee named in the policy, written notice of nonrenewal at least 60 days before:
 - a. Its expiration date; or
 - b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, we are not required to send this notice if nonrenewal is due to the first Named Insured's failure to pay any premium required for renewal.

The provisions of this Paragraph 1. do not apply to any mortgageholder.
 2. We will mail our notice to the first Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH DAKOTA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph **2.** of **Cancellation** Common Policy Condition is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 20 days before the effective date of cancellation.

After 60 days from the effective date of policy issuance a notice of cancellation may not be issued unless it is based upon at least one of the following reasons as stated in South Dakota law:

- (a)** Nonpayment of premium;
- (b)** Discovery of fraud or material misrepresentation made by or with the knowledge of the Named Insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- (c)** Discovery of acts or omissions on the part of the Named Insured which increase any hazard insured against;
- (d)** The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued;
- (e)** A violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;

(f) A determination by the director of insurance that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of South Dakota;

(g) Your violation or breach of any policy terms or conditions; or

(h) Such other reasons as are approved by the director of insurance.

B. The following condition is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal not less than 60 days before:

a. The expiration date; or

b. The anniversary date if this is a continuous policy.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.



COMMERCIAL UMBRELLA LIABILITY COVERAGE

Named Insured:	Paramount Real Estate Group, Inc.
Address:	c/o Paramount Programs, Inc. One Reservoir Corporate Centre 4 Research Drive, Suite 402 #121 Shelton, CT 06484
Limits of Insurance:	\$5,000,000 Per Occurrence \$5,000,000 Other Aggregate \$5,000,000 Products/Completed Operations Aggregate
Self Insured Retention:	\$0
Insuring Companies:	Midvale Indemnity Company - Admitted
Insured Purchasing Group Member:	Cypress Chase North Condominium No. 4 assn. Inc. 3101-3121 NW 47th Terrace Fort Lauderdale, FL 33319
Policy Number:	PRP-229824000-01-3442349
Member Policy Period:	From: 6/1/2025 To: 6/1/2026 at 12:01 a.m. Standard Time at the address of the Named Participant
Producer:	John Galt Commercial Insurance Agency

NOTE: Members of the Paramount Real Estate Group, Inc. may not be protected by the insurance insolvency guarantee fund and/or insurance laws and regulations of their domiciled or resident state. Receipt of and/or failure to promptly return this Insuring Agreement constitutes acceptance by the Insured listed above to membership in and adherence to the Membership Agreement and Terms and Conditions of Use of the Paramount Real Estate Group, Inc..

Program Administrator: Great Point Insurance®
500 West Putnam Avenue, Suite 400
Greenwich, CT 06831
Phone and Fax (877) 505-3226
www.greatpointins.com

These Declarations together with the policy jacket containing the policy provisions, forms and endorsements indicated above; if any, issued form a part thereof, complete the above numbered policy.

Authorized Representative:

A handwritten signature in black ink, appearing to read "Jay Bering".

May 30, 2025

COMMERCIAL UMBRELLA LIABILITY COVERAGE

Paramount Real Estate Group, Inc.

FORMS AND ENDORSEMENTS SCHEDULED

Insured Purchasing Group Member:	Cypress Chase North Condominium No. 4 assn. Inc.
Policy Number:	PRP-229824000-01-3442349

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

Policyholder Notice
OFAC Advisory Notice
Policyholder Fraud Warning
Master Policy Declarations – Risk Purchasing Group Commercial Liability Umbrella Coverage
Commercial Liability Umbrella Coverage Form
Common Policy Conditions
Additional Conditions
Calculation of Premium
Terrorism Coverage Disclosure Notice
Form Schedule
Amendment of Insuring Agreement
Amendatory Exclusions
Condominium/Co-operative Directors and Officers Liability Claims-Made Coverage
Employee Benefits Liability Limitation Claims Made Version
Garage Keepers Liability Limitation
Schedule of Underlying Insurance
Employee Benefits Liability Limitation Occurrence Based
Exclusion – Human Trafficking (With Limitations)
Coverage Enhancement (Program Version – Risk Purchasing Group)
Expenses in Addition to Limits of Insurance
Limits of Insurance Amendment
Limitation – Anti-stacking
Condition – Claims Reporting Amendment
Economic or Trade Sanctions
Knowledge of Occurrence
Additional Definitions
Member Policy Period
Insured and Named Insured Amendatory Endorsement
Amendment of Definition of Retained Limit and Schedule of Retained Limits
Exclusion – Absolute Access, Collection and Disclosure of Non-Public Information
Limitation – Auto Liability
Limitation – Commercial General Liability
Exclusion – Communicable Disease
Exclusion – Condominium and Cooperative Conversion
Exclusion – Construction Operations
Exclusion – Diving Board and Water Slide
Exclusion – Earth Movement
Limitation – Employers Liability
Exclusion – Financial Institutions
Limitation – Foreign Liability
Exclusion – Fungus and Bacteria
Exclusion – Marine Liability
Exclusion – No Coverage for Sublimits
Exclusion – Pesticide or Herbicide

Exclusion – Pollution and SIR Amendment
Act of Terrorism Self-Insured Retention
Exclusion – Water Sports
Limitation to Designated Premises
Exclusion - Designated Ongoing Operations
Exclusion – Cross Suits
Exclusion - Exterior Insulation and Finish Systems
Nuclear Energy Liability Exclusion Endorsement (Broad Form)
All State Amendatory Endorsements

COMMERCIAL UMBRELLA LIABILITY COVERAGE

Paramount Real Estate Group, Inc.

SUMMARY OF EXPOSURES COVERED AT INCEPTION

Insured Purchasing Group Member:	Cypress Chase North Condominium No. 4 assn. Inc.
Policy Number:	PRP-229824000-01-3442349

Exposure Type	Number	Category
Condo/ Co-Op Units With D&O	140	Location

COMMERCIAL UMBRELLA LIABILITY COVERAGE

Paramount Real Estate Group, Inc.

SUMMARY OF UNDERLYING POLICIES AT INCEPTION

Insured Purchasing Group Member:	Cypress Chase North Condominium No. 4 assn. Inc.
Policy Number:	PRP-229824000-01-3442349

COVERAGE	D&O Liability 1
Carrier	Greenwich Insurance Company
Limit	\$1,000,000 Each Occurrence
.	\$1,000,000 Aggregate
Term	6/1/2025 to 6/1/2026
COVERAGE	General Liability 1
Carrier	Shield Indemnity Incorporated
Limit	\$1,000,000 Each Occurrence
.	\$2,000,000 General Aggregate
.	\$1,000,000 Products / Completed Operations Aggregate Limit
.	\$1,000,000 Advertising Injury / Personal Injury (Each Offense)
.	\$1,000,000 Hired & Non-owned Auto
Term	6/1/2025 to 6/1/2026

COMMERCIAL UMBRELLA LIABILITY COVERAGE

Paramount Real Estate Group, Inc.

LOCATIONS COVERED AT INCEPTION

Insured Purchasing Group Member:	Cypress Chase North Condominium No. 4 assn. Inc.
Policy Number:	PRP-229824000-01-3442349

Location	Address	City	State	Zip Code
1	3121 NW 47th Terrace	Lauderdale Lakes	FL	33319

COMMERCIAL UMBRELLA LIABILITY COVERAGE

Paramount Real Estate Group, Inc.

NAMED INSUREDS COVERED AT INCEPTION

Insured Purchasing Group Member:	Cypress Chase North Condominium No. 4 assn. Inc.
Policy Number:	PRP-229824000-01-3442349

No.	Named Insured
1	Cypress Chase North Condominium No. 4 assn. Inc.