PARAMOUNT
Real Estate Group

COMMERCIAL UMBRELLA LIABILITY COVERAGE

Named Insured:	**Paramount Real Estate Group, Inc.**
Address:	c/o **Paramount Programs, Inc.** 308 Farmington Avenue Farmington, CT 06032
Limits of Insurance:	$25,000,000 Per Occurrence $25,000,000 Other Aggregate $25,000,000 Products/Completed Operations Aggregate
Self Insured Retention:	$0
Insuring Companies:	$10M Primary - Midvale Indemnity Company - Admitted $15M XS $10M - Navigators Insurance Company - Admitted
Insured Purchasing Group Member:	Quattro at Naples Square Condominium Association, Inc. 1130 3rd Avenue S Naples, FL 34102
Policy Number:	PRP-229824000-02-2163503
Member Policy Period:	**From: 1/21/2026 To: 1/21/2027** at 12:01 a.m. Standard Time at the address of the Named Participant
Producer:	**Lutgert Insurance**

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 Adminstrator:

Great Point Insurance ®
2550 West Tyvola Road, Suite 600
Charlotte, NC 28217
Phone and Fax (203) 763-4944
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:

Jan 21, 2026

COMMERCIAL UMBRELLA LIABILITY COVERAGE

Paramount Real Estate Group, Inc.

FORMS AND ENDORSEMENTS SCHEDULED

Insured Purchasing Group Member:	Quattro at Naples Square Condominium Association, Inc.
Policy Number:	PRP-229824000-02-2163503

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
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 - Fungus and Bacteria - Alaska
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 - EFIS
Nuclear Energy Liability Exclusion Endorsement (Broad Form)
State Specific Endorsements
Bowhead Specialty Privacy Notice

COMMERCIAL UMBRELLA LIABILITY COVERAGE

Paramount Real Estate Group, Inc.

SUMMARY OF EXPOSURES COVERED AT INCEPTION

Insured Purchasing Group Member:	Quattro at Naples Square Condominium Association, Inc.
Policy Number:	PRP-229824000-02-2163503

Exposure Type	Number	Category
Condo/ Co-Op Units With D&O	64	Location
Pools	1	Location

COMMERCIAL UMBRELLA LIABILITY COVERAGE

Paramount Real Estate Group, Inc.

SUMMARY OF UNDERLYING POLICIES AT INCEPTION

Insured Purchasing Group Member:	Quattro at Naples Square Condominium Association, Inc.
Policy Number:	PRP-229824000-02-2163503

COVERAGE	D&O Liability 1
Carrier	Trisura Insurance Company
Limit	$1,000,000 Each Occurrence
.	$1,000,000 Aggregate
Term	1/21/2026 to 1/21/2027
COVERAGE	Employers Liability
Carrier	Zenith Insurance Company
Limit	$500,000 Bodily Injury by Accident
.	$500,000 Bodily Injury by Disease (Each Employee)
.	$500,000 Bodily Injury by Disease (Policy Limits)
Term	1/21/2026 to 1/21/2027
COVERAGE	General Liability 1
Carrier	Superior Specialty Insurance Company
Limit	$1,000,000 Each Occurrence
.	$2,000,000 General Aggregate
.	$2,000,000 Products / Completed Operations Aggregate Limit
.	$1,000,000 Advertising Injury / Personal Injury (Each Offense)
.	$1,000,000 Hired & Non-owned Auto
Term	1/21/2026 to 1/21/2027

COMMERCIAL UMBRELLA LIABILITY COVERAGE

Paramount Real Estate Group, Inc.

LOCATIONS COVERED AT INCEPTION

Insured Purchasing Group Member:	Quattro at Naples Square Condominium Association, Inc.
Policy Number:	PRP-229824000-02-2163503

Location	Address	City	State	Zip Code
1	1130 3rd Avenue S	Naples	FL	34102

COMMERCIAL UMBRELLA LIABILITY COVERAGE

Paramount Real Estate Group, Inc.

NAMED INSUREDS COVERED AT INCEPTION

Insured Purchasing Group Member:	Quattro at Naples Square Condominium Association, Inc.
Policy Number:	PRP-229824000-02-2163503

No.	Named Insured
1	Quattro at Naples Square Condominium Association, Inc.

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
667 Madison Ave, 5th Fl, New York, NY 10065

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
667 Madison Ave, 5th Fl, New York, NY 10065

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, MO, 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 667 Madison Ave, 5th Fl, New York, NY 10065

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 sucompañía 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, tambiéndebe 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 companies 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 667 Madison Ave, 5th Fl, New York, NY 10065

El Departamento de Seguros de Texas
Para obtener ayuda con una pregunta relacionada con los seguros o para presentar unaqueja 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.
1411 Broadway, 38th Floor
New York, New York 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 and policy premium and coverage 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 quote, binder and policy premium and coverage.

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, DC, 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 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.

Master Policy #: PRP-229824000-02
Renewal of Policy #: PRP-229824000-01

Midvale Indemnity Company
An Admitted Insurance Carrier, A.M. Best Rated A XV

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 INSUREDS 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 INSUREDS 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:	**2550 West Tyvola Road Suite 600**
	City/State/Zip:	**Charlotte, NC 28217**

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:	**11/01/2025**
	Expiration Date:	**11/01/2027**

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:	308 Farmington Avenue
	City/State/Zip:	Farmington, CT 06032

Item 8.	Notices
Notice of Claims and Circumstances; Notice of Loss:	Email: claims@bowheadspecialty.com Address: **Attention: Claims Department** Bowhead Specialty 667 Madison Ave, 5th Floor, New York, NY 10065 1-833-240-8996
All Other Notices:	Email: policyadmin@bowheadspecialty.com Address: **Attention: Policy Administration Department** Bowhead Specialty 667 Madison Ave 5th Floor, New York, NY 10065 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. Lorion, President

Lauren K. Powell

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.

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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.

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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

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(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.

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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.

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(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.

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(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";

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(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.

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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:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. 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:

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 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:

(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 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":

(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 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:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. 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;

d. 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;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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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.

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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.

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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,

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.

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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 01 MT 10 23	Montana Policyholder Notice
BSU 00 01 11 20	OFAC Advisory Notice
BSU 00 03 02 21	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 07 23	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 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 09 25	Exclusion – Human Trafficking
PRP 03 01 07 23	Coverage Enhancement (Program Version – Risk Purchasing Group)
PRP 03 02 07 23	Expenses in Addition to Limits of Insurance
PRP 03 03 07 23	Limits of Insurance Amendment
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 04 07 23	Knowledge of Occurrence
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 04 07 23	Amendment of Definition of Retained Limit and Schedule of Retained Limits

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 17 07 23	Act of Terrorism Self-Insured Retention
PRP 10 17 AK 10 23	Act of Terrorism Self-Insured Retention - Alaska
PRP 10 18 07 23	Exclusion – Water Sports
PRP 20 01 AK 09 23	Concurrent Causation – Alaska
PRP 20 01 WA 09 23	Concurrent Causation - Washington
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 91 05 17	California Changes
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 23 09 12	California 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
IL 02 36 09 07	Oklahoma Changes – Cancellation and Nonrenewal
IL 02 44 09 07	Ohio Changes – Cancellation and Nonrenewal
IL 02 46 09 07	Pennsylvania Changes – Cancellation and Nonrenewal
IL 02 47 02 11	Main Changes – Cancellation and Nonrenewal
IL 02 50 09 08	Tennessee Changes – Cancellation and Nonrenewal
IL 02 51 09 07	Nevada Changes – Cancellation and Nonrenewal
IL 02 52 09 07	Wyoming Changes – Cancellation and Nonrenewal
IL 02 58 04 21	Arizona Changes – Cancellation and Nonrenewal
IL 02 60 010 19	Connecticut Changes – Cancellation and Nonrenewal
IL 02 66 07 21	Utah Changes – Cancellation and Nonrenewal
IL 02 69 09 09	North Carolina Changes – Cancellation and Nonrenewal
IL 02 77 10 20	Louisiana Changes – Cancellation and Nonrenewal
IL 02 72 11 21	Indiana Changes – Cancellation and Nonrenewal
IL 02 75 11 13	Texas Changes – Cancellation and Nonrenewal Provision

IL 02 80 09 08	Alaska Changes – Cancellation and Nonrenewal
IL 02 81 04 89	West Virginia Changes – Cancellation
IL 02 82 09 08	Mississippi Changes – Cancellation and Nonrenewal
IL 02 83 11 18	Wisconsin Changes – Cancellation and Nonrenewal
IL 09 10 07 02	Pennsylvania Notice
IL 02 63 09 08	Kentucky 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 sub-paragraph (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

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 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-

All other terms and conditions remain unchanged.

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 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 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

All other terms and conditions remain unchanged.

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.

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.

All other terms and conditions remain unchanged.

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 in the performance of his or her duties as a Director or Officer of any Condominium/Co-

All other terms and conditions remain unchanged.

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 a8/28/2024hin 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 misleading statement committed by or on behalf of the Insured in the performance of his or her

All other terms and conditions remain unchanged.

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.

Condominium-Hotels

All other terms and conditions remain unchanged.

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 Automatic Extended Reporting Period from applying.

All other terms and conditions remain unchanged.

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 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.

All other terms and conditions remain unchanged.

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: (11/01/2023)

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

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

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:

a) any actual, threatened or alleged:

i. "human trafficking";
ii. "sex trafficking";
iii. "labor trafficking"; or
iv. "commercial sexual exploitation of children"

b) 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

c) 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".

A. 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.

All other terms and conditions remain unchanged.

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.

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".

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 3.** 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,

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,

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.

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.

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.

Schedule of Retained Limits

General Liability -	Retained Limits	
	$1,000,000	**Each Occurrence**
	$2,000,000	**General Aggregate**
	$2,000,000	**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 cost follows Schedule of Underlying Insurance**

Stand Alone Liquor Liability – (Where Applicable)	Retained Limits	
	$1,000,000	**Wrongful Act**
	$1,000,000	**Aggregate**

All other terms and conditions remain unchanged.

	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.

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.

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, directory 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

"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,

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

"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-judgement 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,

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

"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,

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,

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,

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-judgement 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.

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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.

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.

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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.

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

Premises: See Schedule of Locations Covered at Inception on Member Certificate of Participation.
Project Or Operation: If no location is scheduled above, then reference the individual member Certificate of Participation or Locations/Premises attached thereto.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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(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.

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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.

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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

Description Of Designated Ongoing Operation(s):
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.
Specified Location (If Applicable):

(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.

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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".

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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

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(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".

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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.

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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".

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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.

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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".

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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".

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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.

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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;

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(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".

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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.

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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.

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

(2) whose aggregate annual premiums for all property and casualty insurance on all risks is at least $50,000.

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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.

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(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.

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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.

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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.

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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.

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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.

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(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;

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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.

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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.

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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.

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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;

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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.

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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

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(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.

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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 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 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

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(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.

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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.

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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.

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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.

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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.

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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.

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(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.

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(b) Is or becomes subject to a physical or mental condition that prevents the insured from operating a motor vehicle, and the individual cannot produce a certificate from a physician testifying to his or her ability to operate a motor vehicle.

c. If we offer to renew or continue 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. The following condition is added:

Mailing Of Notices

We will mail or deliver any notice of cancellation or nonrenewal to your last known address. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. For all other circumstances not described in Paragraph **A.** above:

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 the first Named Insured shown in the Declarations written notice at least 45 days before the end of the Policy.

b. If we fail to mail or deliver proper written notice of nonrenewal and you obtain other insurance, this Policy will end on the effective date of that insurance.

c. Any notice of nonrenewal will be mailed or delivered to your last known address. If notice is mailed, proof of mailing will be sufficient proof of notice.

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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.

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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.

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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.

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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;

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(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.

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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 polices 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.

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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.

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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.

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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.

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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

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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.

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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.

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.

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.

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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;

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(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.

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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".

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"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.

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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

Description Of Activity(ies):
Intentionally left blank
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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.

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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".

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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.

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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.

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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.

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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 "metatag", 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.

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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.

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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.

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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;

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(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.

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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.

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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.

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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.

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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.

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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

A. For insurance provided under the:

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

The following is added to the **Workers' Compensation And Similar Laws** Exclusion:

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.

B. For insurance provided under the Commercial Automobile Coverage Part, the following is added to the **Workers' Compensation** Exclusion:

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.

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:

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.

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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.

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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.

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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.

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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".

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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".

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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 prorated 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.

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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.

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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'".

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(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.

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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.

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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

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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.

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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.

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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.

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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

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(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.

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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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA 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. Paragraph **2.** of the **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:

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.

After coverage has been in effect for more than 45 business days or after the effective date of a renewal of this policy, no notice of cancellation will be issued by us unless it is based on at least one of the following reasons:

(1) Nonpayment of premium;

(2) Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;

(3) Discovery of willful or reckless acts or omissions by you that increase any hazard insured against;

(4) The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;

(5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;

(6) A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the insurance laws of this state;

(7) Your conviction of a crime having as one of its necessary elements an act increasing any hazard insured against; or

(8) Loss of or substantial changes in applicable reinsurance.

B. The following are added to the Common Policy Conditions and supersede any provisions to the contrary:

1. Nonrenewal

a. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured at least 45 days before:

(1) The expiration date of this policy; or

(2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

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b. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.

c. If notice is mailed:

(1) It will be considered to have been given to the first Named Insured on the day it is mailed.

(2) Proof of mailing will be sufficient proof of notice.

d. If notice of nonrenewal is **not** mailed or delivered at least 45 days before the expiration date or an anniversary date of this policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy.

e. We will **not** provide notice of nonrenewal if:

(1) We, or another company within the same insurance group, have offered to issue a renewal policy; or

(2) You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

f. If we have provided the required notice of nonrenewal as described in **B.1.a.** above, and thereafter extend the policy for a period of 90 days or less, we will **not** provide an additional nonrenewal notice with respect to the period of extension.

2. Premium Or Coverage Changes At Renewal

a. If we elect to renew this policy, we will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to the first Named Insured, at the last mailing address known to us.

b. Any such notice will be mailed or delivered to the first Named Insured at least 45 days before:

(1) The expiration date of this policy; or

(2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

c. If notice is mailed:

(1) It will be considered to have been given to the first Named Insured on the day it is mailed.

(2) Proof of mailing will be sufficient proof of notice.

d. If the first Named Insured accepts the renewal, the premium increase or coverage changes will be effective the day following the prior policy's expiration or anniversary date.

e. If notice is **not** mailed or delivered at least 45 days before the expiration date or anniversary date of this policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until:

(1) 45 days after notice is given; or

(2) The effective date of replacement coverage obtained by the insured;

whichever occurs first.

If the first Named Insured then elects **not** to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.

f. We will **not** provide notice of the following:

(1) Changes in a rate or plan filed pursuant to the Property and Casualty Competitive Loss Cost Rating Act applicable to an entire class of business;

(2) Changes which are based upon the altered nature or extent of the risk insured; or

(3) Changes in policy forms filed with or approved by the Insurance Commissioner and applicable to an entire class of business.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OHIO 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. With respect to a policy which has been in effect for more than 90 days, or is a renewal of a policy we issued, 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.

2. We may cancel this policy only for one or more of the following reasons, except as provided in Paragraph **6.** below:

a. Nonpayment of premium;

b. Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;

c. Discovery of a moral hazard or willful or reckless acts or omissions on your part which increases any hazard insured against;

d. The occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed except to the extent the insurer could reasonably have foreseen the change or contemplated the risk in writing the contract;

e. Loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;

f. Failure of an insured to correct material violations of safety codes or to comply with reasonable written loss control recommendations; or

g. A determination by the Superintendent of Insurance that the continuation of the policy would create a condition that would be hazardous to the policyholders or the public.

3. We will mail written notice of cancellation to the first Named Insured, and agent if any, at the last mailing addresses known to us. Proof of mailing will be sufficient proof of notice.

4. We will mail the 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 a reason stated in **2.b.** through **2.g.** above.

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5. The notice of cancellation will:
   a. State the effective date of cancellation. The policy period will end on that date.
   b. Contain the date of the notice and the policy number, and will state the reason for cancellation.
6. Policies written for a term of more than one year or on a continuous basis may be cancelled by us for any reason at an anniversary date, upon 30 days' written notice of cancellation.
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 may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

B. The following is added to the Common Policy Conditions and supersedes any provisions to the contrary:

NONRENEWAL

1. If we elect not to renew this policy, we will mail written notice of nonrenewal to the first Named Insured, and agent if any, at the last mailing addresses known to us. The notice will contain the date of the notice and the policy number, and will state the expiration date of the policy.
2. We will mail the notice of nonrenewal at least 30 days before the expiration date of the policy.
3. Proof of mailing will be sufficient proof of notice.

C. Common Policy Conditions

1. Paragraph **A.2.a.** of the **Businessowners** Common Policy Conditions is deleted.
2. Paragraph **E.2.** of the **Cancellation** Common Policy Condition in the Standard Property Policy is deleted. Paragraph **E.2.** is replaced by the following (unless Item **A.** of this endorsement applies):

   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, if we cancel for any other reason.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA 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. 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 writing or giving notice of cancellation.

2. Cancellation Of Policies 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 30 days before the effective date of cancellation.

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 policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.

b. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.

c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

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e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.

5. Notice of cancellation will state the effective date of cancellation. The policy period 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 and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.

7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

B. The following are added and supersede any provisions to the contrary:

1. Nonrenewal

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

2. Increase Of Premium

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MAINE 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. Paragraphs **2.**, **4.** and **6.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. We may cancel this policy by mailing or delivering written notice of cancellation to the first Named Insured. If we cancel, cancellation will not be effective prior to 10 days after the receipt by the first Named Insured of the notice of cancellation.

4. Notice of cancellation to the first Named Insured will state the effective date of and reasons for cancellation. The policy period will end on that date.

6. A post office certificate of mailing to the first Named Insured at the last known mailing address will be conclusive proof of receipt of notice on the third calendar day after mailing.

B. If this policy has been in effect for 60 days or more, or if it is a renewal or continuation of a policy issued by us, the following is added to the **Cancellation** Common Policy Condition and supersedes any other provisions to the contrary:

7. We may cancel this policy only for one or more of the following reasons:

a. Nonpayment of premium;

b. Fraud or material misrepresentation made by you or with your consent in obtaining the policy, continuing the policy or in presenting a claim under the policy;

c. Substantial 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;

d. Failure to comply with reasonable loss control recommendations;

e. Substantial breach of contractual duties, conditions or warranties; or

f. Determination by the superintendent of insurance that the continuation of a class or block of business to which the policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Maine or any other state.

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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 or deliver notice of nonrenewal to the first Named Insured. Nonrenewal will not be effective prior to 30 days after the receipt by the first Named Insured of the notice of nonrenewal. A post office certificate of mailing to the first Named Insured at the last known mailing address will be conclusive proof of receipt of notice on the third calendar day after mailing.

D. With respect to Physical Damage Coverage provided under the Commercial Automobile Coverage Part, we will provide like notice of cancellation or nonrenewal to any loss payee named in the policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TENNESSEE 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
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. 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 refund will be pro rata if:

a. We cancel; or

b. The policy is cancelled at the request of a premium finance company that has financed this policy under a premium finance agreement.

The refund may be less than pro rata if the first Named Insured cancels the policy.

The cancellation will be effective even if we have not made or offered a refund.

B. The following is added to the **Cancellation** Common Policy Condition:

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 policy 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, including any additional premium, calculated in accordance with our current rating manual, justified by a physical change in the insured property or a change in its occupancy or use;

2. Your conviction of a crime increasing any hazard insured against;

3. Discovery of fraud or material misrepresentation on the part of either of the following:

a. You or your representative in obtaining this insurance; or

b. You in pursuing a claim under this policy;

4. Failure to comply with written loss control recommendations;

5. Material change in the risk which increases the risk of loss after we issued or renewed insurance coverage;

6. Determination by the insurance commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of Tennessee or any other state;

7. Your violation or breach of any policy terms or conditions; or

8. Other reasons that are approved by the insurance commissioner.

Notice of cancellation will state the reason for cancellation.

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C. The following is added and supersedes any provisions 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 agent, at least 60 days before the expiration date unless:

a. We have offered to issue a renewal policy; or

b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's addresses shown in the policy. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. The following is added to the **Premiums** Common Policy Condition:

Whenever an insurance policy which is financed with a premium finance company is cancelled, the insurer shall return, within 30 days after the effective date of the cancellation, whatever gross unearned premiums are due under the insurance policy directly to the premium finance company for the account of the first Named Insured.

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NEVADA 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. The following are added to the **Cancellation** Common Policy Condition:

7.a. Midterm Cancellation

If this policy has been in effect for 70 days or more, or if this policy 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) Conviction of the insured of a crime arising out of acts increasing the hazard insured against;

(3) Discovery of fraud or material misrepresentation in obtaining the policy or in presenting a claim thereunder;

(4) Discovery of an act or omission or a violation of any condition of the policy which occurred after the first effective date of the current policy, and substantially and materially increases the hazard insured against;

(5) A material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;

(6) A determination by the commissioner that continuation of our present volume of premiums would jeopardize our solvency or be hazardous to the interests of our policyholders, creditors or the public;

(7) A determination by the commissioner that the continuation of the policy would violate, or place us in violation of, any provision of the code.

b. Anniversary Cancellation

If this policy is written for a term longer than one year, we may cancel for any reason at an anniversary, by mailing or delivering written notice of cancellation to the first Named Insured at the last mailing address known to us at least 60 days before the anniversary date.

B. The following is added as an additional Condition and supersedes any other provision to the contrary:

NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations a notice of intention not to renew at least 60 days before the agreed expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

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2. We need not provide this notice if:

a. You have accepted replacement coverage;

b. You have requested or agreed to nonrenewal; or

c. This policy is expressly designated as nonrenewable.

C. Notices

1. Notice of cancellation or nonrenewal in accordance with **A.** and **B.** above, will be mailed, first class or certified, or delivered to the first Named Insured at the last mailing address known to us and will state the reason for cancellation or nonrenewal.

2. We will also provide a copy of the notice of cancellation, for both policies in effect less than 70 days and policies in effect 70 days or more, to the agent who wrote the policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WYOMING 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. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation Of Policies In Effect

a. Less Than 60 Days

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:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. 60 Days Or More

If this policy has been in effect for 60 days or more, or if this policy 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) Material misrepresentation of fact which, if known to us, would have caused us not to issue the policy.

(3) 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 policy.

(4) Substantial breaches of contractual duties, conditions or warranties.

If we cancel, we will mail or deliver to the first Named Insured and the agent, if any, written notice of cancellation, stating the reason for cancellation, at least:

(a) 10 days before the effective date of cancellation if cancellation is for the reason stated in **b.(1)** above; or

(b) 45 days before the effective date of cancellation if cancellation is for the reasons stated in **b.(3)** or **(4)** above.

B. The following is added to the **Cancellation** Common Policy Condition:

7. If we cancel this policy in accordance with Paragraph **2.** of the **Cancellation** Common Policy Condition, any unearned premium will be refunded to the first Named Insured prior to the effective date of cancellation.

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C. The following is added as an additional Condition 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 the agent, if any, at least 45 days before:

a. The expiration date; or

b. The anniversary date if this is a continuous policy.

2. Notice of nonrenewal will state the reason for nonrenewal.

3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARIZONA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) 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
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. The following is added to the **Cancellation** Common Policy Condition (and applies except in situations where **B.,** below, applies):

7. 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 Policy 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. Your conviction of a crime arising out of acts increasing the hazard insured against;

c. Acts or omissions by you or your representative constituting fraud or material misrepresentation in the procurement of this Policy, in continuing this Policy or in presenting a claim under this Policy;

d. Substantial change in the risk assumed, except to the extent that we should have reasonably foreseen the change or contemplated the risk in writing the contract;

e. Substantial breach of contractual duties or conditions;

f. Loss of reinsurance applicable to the risk insured against resulting from termination of treaty or facultative reinsurance initiated by our reinsurer or reinsurers;

g. Determination by the Director of Insurance that the continuation of the Policy would place us in violation of the insurance laws of this state or would jeopardize our solvency; or

h. Acts or omissions by you or your representative which materially increase the hazard insured against.

If we cancel this Policy based on one or more of the above reasons, we will send to the first Named Insured, and send to the agent, if any, written notice of cancellation stating the reason(s) for cancellation. We will send this notice 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.

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B. If the Commercial Property Coverage Part, Capital Assets Program (Output Policy) Coverage Part or the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form provides coverage for:

1. Real property which is used predominantly for residential purposes and consists of one through four dwelling units; and/or

2. Personal property (except business or farm personal property) of a person residing in such real property;

the following provisions apply (instead of those provided in Item **A.** above) with respect to cancellation of such coverage:

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:

a. Nonpayment of premium;

b. Your conviction of a crime arising out of acts increasing the hazard insured against;

c. Acts or omissions by you or your representative constituting fraud or material misrepresentation in obtaining the Policy, continuing the Policy or presenting a claim under the Policy;

d. Discovery of grossly negligent acts or omissions by you substantially increasing any of the hazards insured against;

e. Substantial change in the risk assumed by us, since the Policy was issued, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;

f. A determination by the Director of Insurance that the continuation of the Policy would place us in violation of the insurance laws of this state; or

g. Your failure to take reasonable steps to eliminate or reduce any conditions in or on the insured premises which contributed to a loss in the past or will increase the probability of future losses.

If we cancel this Policy based on one or more of these reasons, we will send written notice of cancellation, stating the reason(s) for cancellation, to the first Named Insured. We will send this notice at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any of the other reasons.

C. The following is added and supersedes any provision to the contrary (and applies except in situations where **D.,** below, applies):

Nonrenewal

1. If we elect not to renew this Policy, we will send to the first Named Insured, and send to the agent, if any, written notice of nonrenewal. We will send this notice at least 45 days prior to the expiration of this Policy.

2. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. If either one of the following occurs, we are not required to provide written notice of nonrenewal:

a. We or a company within the same insurance group has offered to issue a renewal policy; or

b. You have obtained replacement coverage or agreed in writing to do so.

4. If written notice of nonrenewal is sent less than 45 days prior to expiration of this Policy, and neither **3.a.** nor **3.b.** applies, the coverage shall remain in effect until 45 days after the notice is sent. Earned premium for any period of coverage that extends beyond the expiration date of this Policy shall be considered pro rata based upon the previous year's rate.

D. If the Commercial Property Coverage Part, Capital Assets Program (Output Policy) Coverage Part or the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form provides coverage for:

1. Real property which is used predominantly for residential purposes and consists of one through four dwelling units; and/or

2. Personal property (except business or farm personal property) of a person residing in such real property;

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the following provisions apply (instead of those provided in Item **C.** above) with respect to nonrenewal of such coverage:

1. If we elect not to renew, we will send written notice of nonrenewal, stating the reason(s) for nonrenewal, to the first Named Insured. We will send this notice at least 30 days before the end of the policy period. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. If either one of the following occurs, we are not required to provide notice of nonrenewal:

a. You have agreed to nonrenewal; or

b. You have accepted replacement coverage.

3. If our nonrenewal is based on the condition of the premises, you will be given 30 days' notice to remedy the identified conditions. If the identified conditions are remedied, coverage will be renewed. If the identified conditions are not remedied to our satisfaction, you will be given an additional 30 days, upon payment of premium, to correct the defective conditions.

E. The following condition is added:

Renewal

1. If we elect to renew this Policy and the renewal is subject to any of the following:

a. Increase in premium;

b. Change in deductible;

c. Reduction in limits of insurance; or

d. Substantial reduction in coverage;

we will send written notice of the change(s) to the first Named Insured at least 30 days before the anniversary or expiration date of the Policy.

2. If renewal is subject to any condition described in **1.a.** through **1.d.** above, and we fail to provide notice 30 days before the anniversary or expiration date of this Policy, the following procedures apply:

a. The present policy will remain in effect until the earlier of the following:

(1) 30 days after the date of sending of the notice; or

(2) The effective date of replacement coverage obtained by the first Named Insured.

b. If the first Named Insured elects not to renew, any earned premium for the period of extension of the terminated policy will be calculated pro rata at the lower of the following rates:

(1) The rates applicable to the terminated policy; or

(2) The rates presently in effect.

c. If the first Named Insured accepts the renewal, the premium increase, if any, and other changes are effective the day following this Policy's anniversary or expiration date.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT 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
STANDARD PROPERTY POLICY

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 is not a renewal of a policy we issued, we may cancel this policy for any reason by giving you 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. Cancellation of policies in effect for 60 days or more.

a. If this policy has been in effect for 60 days or more or this is a renewal of a policy we issued, we may cancel this policy by giving you written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:

(a) Nonpayment of premium;

(b) Conviction of a crime arising out of acts increasing the hazard insured against;

(c) Discovery of fraud or material misrepresentation by you in obtaining the policy or in perfecting any claim thereunder;

(d) Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or

(e) A determination by the Commissioner that continuation of the policy would violate or place us in violation of the law; or

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(2) 60 days before the effective date of cancellation if we cancel for one or more of the following reasons:

(a) Physical changes in the property which increase the hazard insured against;

(b) A material increase in the hazard insured against; or

(c) A substantial loss of reinsurance by us affecting this particular line of insurance.

b. We may not cancel policies in effect for 60 days or more or renewal policies for any reason other than the reasons described in Paragraph **3.a.** above.

c. If we cancel for nonpayment of premium, you may continue the coverage and avoid the effect of the cancellation by payment in full at any time prior to the effective date of cancellation.

d. Notice of cancellation will be delivered or sent by:

(1) Registered mail;

(2) Certified mail; or

(3) Mail evidenced by a United States Post Office certificate of mailing.

4. We will give notice to you at your last mailing address known to us.

5. Notice of cancellation will state the specific reason for the cancellation and the effective date of cancellation. The policy period 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.

7. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. The following conditions are added and supersede any other provision to the contrary:

1. Nonrenewal

If we decide not to renew this policy, we will send notice as provided in Paragraph **B.3.** of this endorsement.

With respect to automobile liability insurance policies only, your policy shall terminate on the effective date of any other insurance policy you purchase with respect to any automobile designated in both policies.

2. Conditional Renewal

a. If we conditionally renew this policy under terms or conditions less favorable to the insured than currently provided under this policy, then we will send notice as provided in Paragraph **B.3.** of this endorsement.

b. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:

(1) Reduction in coverage limits;

(2) Coverage provisions added or revised that reduce coverage; or

(3) Increases in deductibles.

3. Notices Of Nonrenewal And Conditional Renewal

a. If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs **B.1.** and **B.2.** of this endorsement, we will mail or deliver to you a written notice of nonrenewal or conditional renewal, stating the specific reason for nonrenewal or conditional renewal, at least 60 days before the expiration date of this policy. The notice will be sent to your address last known to us.

b. This notice will be delivered or sent by:

(1) Registered mail;

(2) Certified mail; or

(3) Mail evidenced by a certificate of mailing.

If notice is mailed, proof of mailing is sufficient proof of notice.

c. However, we are not required to send notice of nonrenewal if nonrenewal is due to your failure to pay any advance premium required for renewal.

C. The **When We Do Not Renew** Condition of the Commercial General Liability Coverage Part, Commercial Liability Umbrella Coverage Part and Employment-Related Practices Liability Coverage Part does not apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH 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 COVERAGE PART

A. Paragraph **A.2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. We may cancel this policy:

a. By mailing or delivering written notice of cancellation to:

(1) The first Named Insured;

(2) Each assignee of the first Named Insured, if the assignee is named in the policy; and

(3) Each loss payee or mortgagee or lienholder under property insurance of the first Named Insured, if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first Named Insured on or before the day notice is provided to the first Named Insured; or

b. By mailing or delivering to the first Named Insured written notice of cancellation at least 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. 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. Material misrepresentation;

c. Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or

d. Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

8. With respect to the Commercial Automobile Coverage Part, the following applies in addition to the provisions of Paragraph **7.** above:

We may cancel this policy if your driver's license, or the driver's license of a person who customarily drives a "covered auto", is suspended or revoked.

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9. Notice of cancellation must be delivered or mailed by first-class mail.

C. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we elect to not renew this policy, we will mail, by first-class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this policy.

2. We need not mail this notice if:

a. You have accepted replacement coverage;

b. You have requested or agreed to nonrenewal; or

c. This policy is expressly designated as nonrenewable.

3. If notice is mailed, proof of mailing is sufficient proof of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH CAROLINA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) 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. Cancellation Requirements

a. Policies In Effect Less Than 60 Days

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:

(1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. Policies In Effect More Than 60 Days

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 prior to the:

(1) Expiration of the policy term; or

(2) Anniversary date,

stated in the policy only for one or more of the following reasons:

(a) Nonpayment of premium;

(b) An act or omission by the insured or his or her representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining this policy, continuing this policy or presenting a claim under this policy;

(c) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk;

(d) Substantial breach of contractual duties, conditions or warranties that materially affects the insurability of the risk;

(e) A fraudulent act against us by the insured or his or her representative that materially affects the insurability of the risk;

(f) Willful failure by the insured or his or her representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us;

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(g) Loss of facultative reinsurance, or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30;

(h) Conviction of the insured of a crime arising out of acts that materially affect the insurability of the risk;

(i) A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the laws of North Carolina; or

(j) You fail to meet the requirements contained in our corporate charter, articles of incorporation or by-laws when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

We will mail or deliver written notice of cancellation to the first Named Insured at least:

(i) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(ii) 30 days before the effective date of cancellation if we cancel for any other reason.

c. Cancellation for nonpayment of premium will not become effective if you pay the premium amount due before the effective date of cancellation.

d. We may also cancel this policy for any reason not stated above provided we obtain your prior written consent.

B. The following provisions are added and supersede any other provisions to the contrary:

1. Nonrenewal

a. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of nonrenewal at least 45 days prior to the:

(1) Expiration of the policy if this policy has been written for one year or less; or

(2) Anniversary date of the policy if this policy has been written for more than one year or for an indefinite term.

b. We need not mail or deliver the notice of nonrenewal if you have:

(1) Insured property covered under this policy, under any other insurance policy;

(2) Accepted replacement coverage; or

(3) Requested or agreed to nonrenewal of this policy.

c. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. The written notice of cancellation or nonrenewal will:

a. Be mailed or delivered to the first Named Insured and any designated mortgagee or loss payee at their addresses shown in the policy, or if not indicated in the policy, at their last known addresses; and

b. State the reason or reasons for cancellation or nonrenewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOUISIANA 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
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
STANDARD PROPERTY POLICY

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following, which applies unless Paragraph **B.** of this endorsement applies:

2. Notice Of Cancellation

a. Cancellation Of Policies In Effect For Fewer Than 60 Days Which Are Not Renewals

If this policy has been in effect for fewer than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason, subject to the following:

(1) Cancellation for nonpayment of premium:

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

(2) Cancellation for any other reason:

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

b. Cancellation Of Renewal Policies And New Policies In Effect For 60 Days Or More

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) Fraud or material misrepresentation made by you or with your knowledge with the intent to deceive in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

(3) Activities or omissions by you which change or increase any hazard insured against;

(4) Change in the risk which increases the risk of loss after we issued or renewed this policy, including an increase in exposure due to regulation, legislation, or court decision;

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(5) Determination by the Commissioner of Insurance that the continuation of this policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;

(6) The insured's violation or breach of any policy terms or conditions; or

(7) Any other reasons that are approved by the Commissioner of Insurance.

We will mail or deliver written notice of cancellation under Paragraph **A.2.b.** to the first Named Insured 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 a reason described in Paragraphs **A.2.b.(2)** through **(7)** above.

B. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following, which applies with respect to premium payments due on new and renewal policies, including installment payments:

2. Notice Of Cancellation

a. If your premium payment check or other negotiable instrument is returned to us or our agent or a premium finance company because it is uncollectible for any reason, we may cancel the policy subject to Paragraphs **B.2.b.** and **B.2.c.**

b. We may cancel the policy effective from the date the premium payment was due, by sending you written notice by certified mail, or by delivering such notice to you within 10 days of the date that we receive notice of the returned check or negotiable instrument.

c. The cancellation notice will also advise you that the policy will be reinstated effective from the date the premium payment was due, if you present to us a cashier's check or money order for the full amount of the returned check or other negotiable instrument within 10 days of the date that the cancellation notice was mailed.

C. With respect to the Coverage Parts and Policies to which this endorsement applies, except the Equipment Breakdown Coverage Part, Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

5. Premium Refund

If this policy is cancelled, we will return any premium refund due, subject to Paragraphs **C.5.a., C.5.b., C.5.c., C.5.d.** and **C.5.e.** The cancellation will be effective even if we have not made or offered a refund.

a. If the first Named Insured cancels, the refund will not be less than 90% of the pro rata unearned premium, rounded to the next higher whole dollar. The refund will be returned within 30 days after the effective date of cancellation.

b. If we cancel, the refund will be pro rata and we will send the refund to the first Named Insured unless Paragraph **C.5.c.** or **C.5.d.** applies.

c. If we cancel based on Paragraph **B.2.** of this endorsement, we will return the premium due, if any, within 10 days after the expiration of the 10-day period referred to in **B.2.c.** If the policy was financed by a premium finance company, or if payment was advanced by the insurance agent, we will send the return premium directly to such payor.

d. With respect to any cancellation of the Commercial Auto Coverage Part, we will send the return premium, if any, to the premium finance company if the premium was financed by such company.

e. When return premium payment is sent to the premium finance company or the agent of the insured, we will provide notice to you, at the time of cancellation, that a return of unearned premium may be generated by the cancellation.

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D. With respect to the Equipment Breakdown Coverage Part, Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

5. Premium Refund

If this policy is cancelled, we will return any premium refund due, subject to Paragraphs **D.5.a., D.5.b., D.5.c., D.5.d.** and **D.5.e.** The cancellation will be effective even if we have not made or offered a refund.

a. If we cancel, the refund will be pro rata.

b. If the first Named Insured cancels, the refund will not be less than 75% of the pro rata unearned premium, rounded to the next higher whole dollar. The refund will be returned within 30 days after the effective date of cancellation.

c. We will send the refund to the first Named Insured unless Paragraph **D.5.d.** applies.

d. If we cancel based on Paragraph **B.2.** of this endorsement, we will return the premium due, if any, within 10 days after the expiration of the 10-day period referred to in **B.2.c.** If the policy was financed by a premium finance company, or if payment was advanced by the insurance agent, we will send the return premium directly to such payor.

e. When return premium payment is sent to the premium finance company or the agent of the insured, we will provide notice to you, at the time of cancellation, that a return of unearned premium may be generated by the cancellation.

E. The **Premiums** Common Policy Condition is replaced by the following:

Premiums

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums.

2. We will pay return premiums, if any, to the first Named Insured, unless another person or entity is entitled to be the payee in accordance with Paragraph **C.** or **D.** of this endorsement.

F. Paragraph **f.** of the **Mortgageholders** Condition in the Commercial Property Coverage Part, Standard Property Policy and the Capital Assets Program (Output Policy) Coverage Part, and Paragraph **4.f.** of the **Mortgageholders** Condition in the Farm Coverage Part are replaced by the following:

If we cancel a policy that has been in effect for fewer than 60 days and is not a renewal of a policy we issued, we will give written notice to the mortgageholder, pledgee or other known person shown in the policy to have an insurable interest in any loss, 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.

If we cancel a policy that has been in effect for 60 days or more, or is a renewal of a policy we issued, we will give written notice to the mortgageholder, pledgee or other known person shown in the policy to have an insurable interest in any loss, at least:

(1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation, if we cancel for any other reason.

G. 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, mortgageholder, pledgee or other known person shown in the policy to have an insurable interest in any loss, at least 60 days before its 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.

2. We need not mail or deliver this notice if:

a. We or another company within our insurance group have offered to issue a renewal policy; or

b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured, mortgageholder, pledgee or other known person shown in the policy to have an insurable interest in any loss, at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. Such notice to the insured shall include the insured's loss run information for the period the policy has been in force within, but not to exceed, the last three years of coverage.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA 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. Paragraphs **2., 3.** and **6.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. Cancellation Of Policies In Effect

a. 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

(2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

(3) 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

(2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

(3) 45 days before the effective date of cancellation if:

(a) There has been a substantial change in the scale of risk covered by this policy;

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(b) Reinsurance of the risk associated with this policy has been cancelled; or

(c) You have failed to comply with reasonable safety recommendations.

3. We will mail our notice to the first Named Insured's last mailing address known to us.

6. Proof of mailing will be sufficient proof of notice.

B. The following is added to the Common Policy Conditions and supersedes any provision to the contrary.

Nonrenewal

1. If we elect not to renew this policy, we will mail to the first Named Insured written notice of nonrenewal at least 45 days before:

a. The expiration date of this policy, if the policy is written for a term of one year or less; or

b. The anniversary date of this policy, if the policy is written for a term of more than one year.

2. We will mail our notice to the first Named Insured's last mailing address known to us. Proof of mailing will be sufficient proof of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – CANCELLATION AND NONRENEWAL PROVISIONS FOR CASUALTY LINES AND COMMERCIAL PACKAGE POLICIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY
FARM COVERAGE PART – FARM LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This endorsement also modifies insurance provided under the following when written as part of a Commercial Package Policy:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) 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
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR 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. We may cancel this policy:

a. By mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.

However, if this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then the notice of cancellation, as described above, will be provided to the first Named Insured 30 days before the effective date of cancellation. We will also provide 30 days' written notice to each unit-owner to whom we issued a certificate or memorandum of insurance, by mailing or delivering the notice to each last mailing address known to us.

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b. For the following reasons, if this policy does not provide coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001 or on one- and two-family dwellings:

(1) If this policy has been in effect for 60 days or less, we may cancel for any reason except that, under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.

(2) If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:

(a) Fraud in obtaining coverage;

(b) Failure to pay premiums when due;

(c) An increase in hazard within the control of the insured which would produce an increase in rate;

(d) Loss of our reinsurance covering all or part of the risk covered by the policy; or

(e) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

c. For the following reasons, if this policy provides coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001 or on one- and two-family dwellings:

(1) If this policy has been in effect for less than 90 days, we may cancel coverage for any reason.

(2) If this policy has been in effect for 90 days or more, or if it is a renewal or continuation of a policy issued by us, we may cancel coverage, only for the following reasons:

(a) If the first Named Insured does not pay the premium or any portion of the premium when due;

(b) If the Texas Department of Insurance determines that continuation of this policy would result in violation of the Texas Insurance Code or any other law governing the business of insurance in Texas;

(c) If the Named Insured submits a fraudulent claim; or

(d) If there is an increase in the hazard within the control of the Named Insured which would produce an increase in rate.

B. The following condition is added and supersedes any provision to the contrary:

Nonrenewal

1. We may elect not to renew this policy except that, under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.

2. This paragraph, **2.,** applies unless the policy qualifies under Paragraph **3.** below.

If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

3. If this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then we will mail or deliver written notice of nonrenewal, at least 30 days before the expiration or anniversary date of the policy, to:

a. The first Named Insured; and

b. Each unit-owner to whom we issued a certificate or memorandum of insurance.

We will mail or deliver such notice to each last mailing address known to us.

4. If notice is mailed, proof of mailing will be sufficient proof of notice.

5. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

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ALASKA 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. 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 to us advance written notice of cancellation.

2. We may cancel this policy by mailing to you and the agent or broker of record written notice of cancellation. Such notice, stating the reason for cancellation, must be sent by first class mail at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Conviction of the insured of a crime having as one of its necessary elements an act increasing a hazard insured against; or

(2) Fraud or material misrepresentation by the insured or a representative of the insured in obtaining the insurance or by the insured in pursuing a claim under this policy; or

b. 20 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium; or

(2) Failure or refusal of the insured to provide the information necessary to confirm exposure or determine the policy premium; or

c. 60 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail our notice to your last known address and the last known address of the agent or broker of record.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. A post office certificate of mailing or certified mail receipt will be sufficient proof of mailing of notice.

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6. If this policy is cancelled, we will return any premium refund due to the agent or broker of record, or directly to the first Named Insured, or, if applicable, to the premium finance company. If:

a. We cancel, the refund will be the pro rata unearned premium. The refund will be returned or credited before the effective date of cancellation. However, if cancellation is for:

(1) Nonpayment of premium;

(2) Conviction of the insured of a crime having as one of its necessary elements an act increasing a hazard insured against;

(3) Discovery of fraud or material misrepresentation made by the insured or a representative of the insured in obtaining the insurance or by the insured in pursuing a claim under the policy; or

(4) Failure or refusal of the insured to provide the information necessary to confirm exposure or necessary to determine the policy premium;

any unearned premium shall be returned or credited within 45 days after the cancellation notice is given; or

b. The first Named Insured cancels, the refund:

(1) Will be the pro rata unearned premium minus a cancellation fee of 7.5% of the pro rata unearned premium. However, we will not retain this cancellation fee if this policy is cancelled:

(a) And rewritten with us or in our company group;

(b) At our request;

(c) Because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance; or

(d) After the first year for a prepaid policy written for a term of more than one year; or

(2) Will be returned or credited:

(a) By the effective date of cancellation; or

(b) Within 45 days of your request to cancel;

whichever is later.

If the policy is selected for audit, we will complete the audit within 45 days of receipt of the request for cancellation. The refund will be returned within 45 days of completion of an audit, or the effective date of cancellation, whichever is later.

B. The following is added and supersedes any provision to the contrary:

Nonrenewal

1. If we decide not to renew this policy, we will mail written notice of nonrenewal, by first class mail, to you and the agent or broker of record at least 45 days before:

a. The expiration date; or

b. The anniversary date if this policy has been written for more than one year or with no fixed expiration date.

2. We need not mail notice of nonrenewal if:

a. We have manifested in good faith our willingness to renew; or

b. The first Named Insured has failed to pay any premium required for this policy; or

c. The first Named Insured fails to pay the premium required for renewal of this policy.

3. Any notice of nonrenewal will be mailed to your last known address and the last known address of the agent or broker of record. A post office certificate of mailing or certified mail receipt will be sufficient proof of mailing of notice.

C. The following Condition is added:

Notice Of Premium Or Coverage Changes On Renewal

If the premium to renew this policy increases more than 10% for a reason other than an increase in coverage or exposure basis, or if after the renewal there will be a material restriction or reduction in coverage not specifically requested by the insured, we will mail written notice to your last known address and the last known address of the agent or broker of record at least 45 days before:

1. The expiration date; or

2. The anniversary date if this policy has been written for more than one year or with no fixed expiration date.

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WEST VIRGINIA CHANGES – CANCELLATION

The provision in the Cancellation Condition which indicates that proof of mailing will be sufficient proof of notice is deleted.

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MISSISSIPPI CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY 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 **7.** is added to the **Cancellation** Common Policy Conditions:

7. If:

a. The first Named Insured cancels this policy, we will notify any named creditor loss payee.

b. We cancel this policy, we will mail or deliver our written notice of cancellation to any named creditor loss payee in the same manner and at the same time as notification is given to the first Named Insured, as stated in this Condition.

The provisions of Paragraphs **a.** and **b.** above do not apply to any mortgageholder.

B. Paragraphs **f.** and **g.** of the **Mortgageholders** Condition, if any, are replaced by the following:

f. If:

(1) The first Named Insured cancels this policy, we will notify the mortgageholder.

(2) We cancel this policy, we will give written notice to the mortgageholder at least 30 days before the effective date of cancellation.

We will notify the mortgageholder by mailing or delivering the cancellation notice to the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

g. If:

(1) The first Named Insured does not renew this policy, we will notify the mortgageholder.

(2) We decide not to renew this policy, we will give written notice to the mortgageholder at least:

(a) 10 days before an anniversary date or the expiration date of the policy, if the nonrenewal is due to nonpayment of premium; or

(b) 30 days before an anniversary date or the expiration date of the policy, if the nonrenewal is for any other reason.

We will notify the mortgageholder by mailing or delivering the notice of nonrenewal to the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. The following Condition is added and supersedes any provision to the contrary:

NONRENEWAL

1. If the first Named Insured does not renew this policy, we will notify any named creditor loss payee.

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2. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and any named creditor loss payee, at least:

a. 10 days before the effective date of nonrenewal, if the nonrenewal is due to nonpayment of premium; or

b. 30 days before an anniversary date or the expiration date of the policy, if the nonrenewal is for any other reason.

We will notify the first Named Insured and any named creditor loss payee by mailing or delivering the notice of nonrenewal to the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

The provisions of Paragraphs **1.** and **2.** above do not apply to any mortgageholder.

D. The requirements for notification of cancellation or nonrenewal of this policy, as stated in Paragraphs **A., B.** and **C.** above, supersede any other notification requirements to any named creditor loss payee and any mortgageholder, stated in this policy, including any endorsement attached to the policy.

E. Any named creditor loss payee and any mortgageholder may elect not to receive notification of cancellation or nonrenewal by providing us with a written release.

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WISCONSIN 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. Paragraph **2.** of the **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 10 days before the effective date of cancellation.

If this policy has been in effect for less than 60 days and is not a renewal policy, we may cancel for any reason.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, except as provided in Paragraph **7.** below, we may cancel this policy only for one or more of the following reasons:

a. The policy was obtained by material misrepresentation;

b. There has been a substantial change in the risk we originally assumed, except to the extent that we should have foreseen the change or considered the risk in writing the policy;

c. There have been substantial breaches of contractual duties, conditions or warranties; or

d. Nonpayment of premium.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, the notice of cancellation will state the reason for cancellation.

B. The following is added to the **Cancellation** Common Policy Condition:

7. Anniversary Cancellation

If this policy is written for a term of more than one year or has no fixed expiration date, we may cancel this policy for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

We may cancel this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of cancellation contains an offer to continue the policy with us if we receive a written request from the first Named Insured prior to the date of cancellation.

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C. The following applies to the:

Capital Assets Program (Output Policy) Coverage Part

Commercial Inland Marine Coverage Part

Commercial Property Coverage Part

Crime And Fidelity Coverage Part

Equipment Breakdown Coverage Part

Farm Coverage Part

1. We may rescind this policy because of the following:

a. Misrepresentation made by you or on your behalf in the negotiation for or procurement of this Coverage Part, if the person knew or should have known that the representation was false;

b. Breach of affirmative warranty made by you or on your behalf in the negotiation for or procurement of this Coverage Part;

c. Failure of a condition before a loss if such failure exists at the time of loss; or

d. Breach of a promissory warranty if such breach exists at the time of loss.

2. We may not rescind this policy:

a. For the reasons in Paragraphs **C.1.a.** and **C.1.b.** unless:

(1) We rely on the misrepresentation or affirmative warranty and the misrepresentation or affirmative warranty is either material or made with intent to deceive; or

(2) The facts misrepresented or falsely warranted contribute to the loss.

b. For the reasons in Paragraphs **C.1.c.** and **C.1.d.** unless such failure or breach:

(1) Increases the risk at the time of loss; or

(2) Contributes to the loss.

3. If we elect to rescind this policy, we will notify the first Named Insured of our intention within 60 days after acquiring knowledge of sufficient facts to constitute grounds for rescission.

D. The following are added and supersede any other provisions to the contrary:

1. Nonrenewal

a. If we elect not to renew this policy we will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. We may elect not to renew for any reason; the notice will state the reason for nonrenewal. We will mail or deliver the notice at least 60 days before the expiration date of this policy.

We need not mail or deliver the notice if:

(1) You have insured elsewhere;

(2) You have accepted replacement coverage;

(3) You have requested or agreed to nonrenewal of this policy;

(4) This policy is renewed in an affiliate in compliance with WIS. STAT. § 631.39; or

(5) This policy is expressly designated as nonrenewable.

b. We may refuse to renew this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of nonrenewal contains an offer to renew the policy with us if we receive a written request from the first Named Insured prior to the renewal date.

c. If you fail to pay the renewal or continuation premium by the premium due date, this policy will terminate on the policy expiration or anniversary date, if we have:

(1) Given you written notice of the renewal or continuation premium not more than 75 days nor less than 10 days prior to the due date of the premium; and

(2) Stated clearly in the notice the effect of nonpayment of premium by the due date.

2. Anniversary Alteration

If this policy is written for a term of more than one year or has no fixed expiration date, we may alter the terms or premiums of this policy by mailing or delivering written notice of less favorable terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the anniversary date.

If we notify the first Named Insured within 60 days prior to the anniversary date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the policy at any time during the 60-day period, in accordance with Paragraph **1.** of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

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3. Renewal With Altered Terms

If we elect to renew this policy but on less favorable terms or at higher premiums, we will mail or deliver written notice of the new terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the renewal date.

If we notify the first Named Insured within 60 days prior to the renewal date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the renewal policy at any time during the 60-day period, in accordance with Paragraph **1.** of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the renewal policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

We need not mail or deliver this notice if the only change adverse to you is a premium increase that:

a. Is less than 25% and is generally applicable to the class of business to which this policy belongs; or

b. Results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in the classification or the units of exposure, or increased policy coverage.

E. Special Provision – Cancellation And Nonrenewal

With respect to insurance provided under the Commercial Automobile Coverage Part, we will not cancel or refuse to renew Liability Coverage wholly or partially because of age, sex, residence, race, color, creed, religion, national origin, ancestry, marital status or occupation of anyone who is an insured.

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PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. Surveys;
2. Consultation or advice; or
3. Inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. If the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. To consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. If any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

Instruction to Policy Writers

Attach the Pennsylvania Notice to all new and renewal certificates insuring risks located in Pennsylvania.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KENTUCKY 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. Cancellation Of Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 14 days before the effective date of cancellation.

B. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation Of Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days 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) Discovery of 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) Discovery of willful or reckless acts or omissions on your part which increase any hazard insured against;

(4) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;

(5) 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;

(6) We are unable to reinsure the risk covered by the policy; or

(7) A determination by the commissioner that the continuation of the policy would place us in violation of the Kentucky insurance code or regulations of the commissioner.

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b. If we cancel this policy based on Paragraph **7.a.** above, we will mail or deliver a written notice of cancellation to the first Named Insured, stating the reason for cancellation, at least:

(1) 14 days before the effective date of the cancellation, if cancellation is for nonpayment of premium; or

(2) 75 days before the effective date of the cancellation, if cancellation is for any reason stated in **7.a.(2)** through **7.a.(7)** above.

C. The following is added and supersedes any provision to the contrary:

NONRENEWAL

1. For the purpose of this Condition:

a. Any policy period or term of less than six months shall be considered to be a policy period or term of six months; and

b. Any policy period or term of more than one year or any policy with no fixed expiration date shall be considered a policy period or term of one year.

2. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, at the last mailing address known to us, at least 75 days before the expiration date of the policy period.

3. If notice of nonrenewal is not provided pursuant to this Condition, coverage under the same terms and conditions shall be deemed to be renewed for the ensuing policy period upon payment of the appropriate premium until you have accepted replacement coverage with another insurer, or until you have agreed to the nonrenewal.

4. If we mail or deliver a renewal notice to the first Named Insured at least 30 days before the end of the policy period, stating the renewal premium and its due date, the policy will terminate without further notice unless the renewal premium is received by us or our authorized agent by the due date.

5. If this policy terminates because the renewal premium has not been received by the due date, we will, within 15 days, mail or deliver to the first Named Insured at his last known address a notice that the policy was not renewed and the date it was terminated.

6. If notice is mailed, proof of mailing is sufficient proof of notice.

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BOWHEAD SPECIALTY

PRIVACY NOTICE

About This Notice

At Bowhead Specialty Underwriters, Inc., and its affiliates (collectively, "Bowhead", "Company", "we", "our", and "us"), the protection of the information we collect about you is important to us. This privacy policy ("Privacy Policy") describes the types of information we may collect from you or that you may provide and our practices for collecting, using, maintaining, protecting, and disclosing that information.

Information We Collect

We collect information from you in several ways, depending on the product or service you have with us and can include the following:

1. Information on applications, related insurance forms or in conversations with us including: name, mailing and email addresses, telephone number, date of birth, gender, marital or family status, identification numbers (Social Security Numbers or Federal Employer Identification Number, driver's license or other license number) employment, education, and occupation.
2. Policy information such as coverage, claims, premiums, loss and payment history.
3. Financial Information such as credit history and credit scores, assets and income and other financial information.
4. Medical information such as history and records.
5. Any other personal information you may provide to us in connection with our products and services.

This Privacy Policy does not apply to the following types of information including:

A. Publicly available information, including from government records, through widely distributed media, or that the consumer made publicly available without restricting it to a specific audience.
B. Lawfully obtained, truthful information that is a matter of public concern.
C. Deidentified or aggregated consumer information.

How We Use Your Information

We may use the information that we collect from you for the following purposes:

1. Insurance service and product development and maintenance;
2. Communications to provide support, notices, and respond to inquiries;
3. Insurances claims and related investigations;
4. Marketing and advertising;
5. Compliance with legal and regulatory requirements;
6. Protection of our and our customers rights, property, and safety;
7. Underwriting and risk assessment;
8. Fraud prevention and detection;
9. Reinsurance arrangements;
10. Loss control and safety services; or
11. Other internal business purposes.

How We Share Your Information

We may share the information we collect from you, including personal information, with third parties for a variety of purposes, including but not limited to:

1. Business operations - subsidiaries, affiliates, service providers, vendors, and business partners to deliver quotes, products, and services
2. Insurance industry partners - reinsurers, other insurance companies, rating organizations, industry databases, and fraud prevention services
3. Legal and regulatory compliance - law enforcement, regulators, and other parties when required by law or to protect our customers and ourselves
4. Business transfers - in connection with mergers, consolidations, asset sales, due diligence processes, or other changes in our business structure

We reserve the right to share information for these and other legitimate business purposes as necessary for our operations and legal obligations.

We do not sell personal information.

How We Protect Your Information

We use commercially reasonable and industry standard security technologies and safeguards to protect the information that we collect and use. We also expect our service providers to protect information in the same manner.

We retain the personal information we collect only as reasonably necessary for the purposes described in this Privacy Policy.

We protect the confidentiality of social security numbers ("SSNs") by maintaining physical, electronic, and procedural safeguards. We limit access to SSNs to help protect against their loss, misuse or unlawful disclosure. We do not disclose SSNs to third parties except where required or permitted by law.

Additional Rights

CO, CT, DE, FL IN, IA, MT, OR, TN, TX, UT, and VA

If you are a resident of the above states, you have the right to:

A. Confirm whether we process your personal information.
B. Access and delete certain personal information.
C. Correct inaccuracies in their personal information, taking into account the information's nature and processing purpose (excluding Iowa and Utah).
D. Data portability.
E. Opt-out of personal data processing for:
    a. targeted advertising (excluding Iowa);
    b. sales; or
    c. profiling in furtherance of decisions that produce legal or similarly significant effects (excluding Iowa and Utah).
F. Either limit (opt-out of) or require consent to process sensitive personal data.

The exact scope of these rights may vary by state. To exercise any of these rights please contact us at regulatory-legal@bowheadspecialty.com.

CA

If you are a resident of California you have additional rights under the California Consumer Privacy Act ("CCPA") of 2018, as amended by the California Privacy Rights Act of 2020 ("CPRA"):

A. Right to know certain information we have collected about you.
B. Right to correct any inaccuracies in your personal information.
C. Right to delete any personal information about you.
D. Right to opt-out of any sharing or selling of your personal information.
E. Right to limit the use and disclosure of sensitive personal information.

We will not discriminate or retaliate against you for exercising any of the rights described in this Privacy Policy.

To exercise any of your rights described above, please submit a request to us either by:

1. Completing the request form found https://bowheadspecialty.com/california-privacy-policy-form/
2. Phone at 1-833-240-8996

We strive to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. We will deliver our written response electronically unless you indicate preference to receive a response by mail.

NV

Nevada provides its residents with a limited right to opt-out of certain personal information sales. Nevada residents who wish to exercise this sale opt-out rights may submit a request to us at regulatory-legal@bowheadspecialty.com. However, please know we do not currently sell data triggering that statute's opt-out requirements.

For additional information on how we handle personal information, please see our privacy policy at: https://bowheadspecialty.com/privacy-policy-2/

Contact Us:

Mail: Bowhead Specialty Underwriters, Inc.
452 5th Ave, 24th Floor
New York, NY 10018

Email: regulatory-legal@bowheadspecialty.com

Phone: 1-833-240-8996

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 the American Family Mutual Insurance Company, S.I., affiliates on an admitted and surplus lines basis. Bowhead Insurance Company, Inc. is a property and casualty insurance company which is domiciled in Wisconsin. Baleen Specialty is a division of Bowhead Specialty.

THANK YOU FOR BEING OUR POLICYHOLDER

Navigators
A BRAND OF THE HARTFORD

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "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—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or 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. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is $0, and does not include any charges for the portion of losses covered by the United States government under the Act.

YOU SHOULD ALSO KNOW THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY COVERAGE MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A $100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE. THE PORTION OF YOUR PREMIUM ATTRIBUTABLE TO SUCH COVERAGE IS SHOWN ABOVE.

If you have any questions about this notice, please contact your agent or Broker.

NAV-ML-TERRA (02/15)

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Commercial Navigators Excess Declarations
NAV-EXC-DEC (4/10)

Policy Number: NY25EXCZ00L07IV
Producer Number: AMWI0017
Renewal

Insuring Company: Navigators Insurance Company
One Penn Plaza, 50th Floor
New York, NY 10119

Producer: AMWINS INSURANCE BROKERAGE LLC (FARMINGTON, CT)
308 FARMINGTON AVE
FARMINGTON, CT 06032

1. Named Insured: Paramount Real Estate Group Inc
Address: 308 Farmington Avenue
Farmington, CT 06032

Business Type: Corporation

2. Policy Period: From: 11/01/2025 to 11/01/2026
(At 12:01 a.m. standard time at your mailing address shown above.)

3. Limits of Insurance

Each Occurrence or Event	$15,000,000
General Aggregate	$15,000,000
Products-Completed Operations Aggregate	$15,000,000

4. Underlying Insurance:

See AMENDMENT - SCHEDULE OF UNDERLYING attached

5. Premium at Inception

Policy Premium:	$0
Minimum Premium:	$0
Minimum Earned:	$0
Terrorism Premium:	$0 (included above)

6. Endorsements Attached to this Policy at Inception

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE	NAV-ML-TERRA (02/15)
Commercial Excess Liability Declarations	NAV-EXC-DEC (04/10)
Commercial Excess Liability Coverage Part	NAV-EXC-001 (04/10)
OFAC Endorsement	NAV-ML-002 (11/12)
Claim Reporting Procedures	NAV-PHN-200 (04/17)
Communicable Disease Exclusion - Disclosure Notice	NAV-ECD-PHN-217 (03/20)

Connecticut Changes	NAV-EXC-200-CT (04/11)
Nuclear Energy Liability Exclusion	NAV-EXC-302 (07/09)
Exclusion - Rejected Coverage	NAV-EXC-321 (07/09)
Exclusion - Designated Operations	NAV-EXC-339 (04/10)
Non-Cumulation of Limits/Anti-Stacking Endorsement	NAV-ECD-361 (05/10)
Cap on Losses from Certified Acts of Terrorism	NAV-ECD-400 (02/15)
Exclusion - Cyber Injury	NAV-EXC-5041 (01/15)
Exclusion - Communicable Disease	NAV-EXC-5050 (03/20)
Exclusion - PFAS	NAV-EXC-5052 (08/23)
General Change Endorsement	NAV-ECD-100 (03/05)
Amendment of Insuring Agreement - Follow Form Defense Obligation	NAV-ECD-100 (03/05)
Human Trafficking	NAV-ECD-100 (03/05)
Professional Liability Exclusion	NAV-ECD-100 (03/05)
Amendment - Named Insured And Mailing Address	NAV-ECD-102 (02/11)
Amendment - Schedule of Underlying	NAV-ECD-104 (02/11)

Signed at: Great Point Insurance

This day of: 11/18/2025

by Douglas Burger

Authorized Representative

Commercial Excess Liability Coverage Part

Various provisions of this policy restrict coverage. Read the entire policy carefully to determine your rights, duties and what is and is not covered.

Throughout the policy the words “you” and “your” refer to the Named Insured. The words “we,” “us” and “our” refer to the company providing this insurance. The word “insured” means any other person or organization qualifying as such under SECTION II – WHO IS AN INSURED.

Other words and phrases that appear in quotations in this policy have special meanings. Refer to SECTION V - DEFINITIONS.

SECTION I – COVERAGE

1. Insuring Agreement
   A. Excess Liability
      1. We will pay on behalf of the insured and in excess of “underlying limits” those sums the insured becomes legally obligated to pay as damages for “loss” to which this insurance applies. This insurance applies only if:
         a. the “loss” is caused by an “event” that takes place in the coverage territory;
         b. the “loss” occurs during the “policy period;” and
         c. the “controlling underlying insurance” applies to the “loss.”
      2. If an aggregate limit of “controlling underlying insurance” is exhausted by the payment of judgments or settlements to which this insurance applies, or would have applied but for the amount of the damages, this insurance will apply in place of the “controlling underlying insurance” until we have paid our applicable Limits of Insurance.
      3. When paragraph 2. above applies, ending the “controlling underlying insurance” obligations to investigate and settle claims or defend suits against the insured, we have the right and duty to investigate claims and defend suits which seek damages to which this insurance applies. Our right and duty to defend end when we have paid our applicable Limits of Insurance.
      4. When paragraph 2. above does not apply, we have the right, but not the duty, to participate in the investigation or settlement of any claim or the defense of any suit against any insured.
      5. We have the right, at our discretion, to settle any claim to which this insurance applies.
      6. As respects paragraphs 3. and 4. above, “defense expenses” we incur in the investigation of any claim or defense of any suit will be paid in addition to the Limits of Insurance except when such costs reduce the limits of “controlling underlying insurance,” in which case they will reduce our Limits of Insurance.
      7. The amount we pay is limited. See SECTION III – LIMITS OF INSURANCE.

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2. Exclusions

The EXCLUSIONS sections of the “controlling underlying insurance” are made part of this policy. If an inconsistency or contradiction exists between an Exclusion of this policy and an Exclusion of the “controlling underlying insurance” the Exclusion of this policy will apply.

However, in no case will coverage be excluded by the “controlling underlying insurance” and not excluded by this policy.

This insurance does not apply to any liability:

1. to which ”controlling underlying insurance” does not apply;
2. for which coverage is provided by “controlling underlying insurance” at limits less than the limits of insurance applicable to other coverage provided by the “controlling underlying insurance” and less than “underlying limits;”
3. for “loss” which commenced prior to this “policy period,” whether or not such “loss” continues, progresses, changes or resumes during this “policy period;”
4. for damage to property you own, rent or occupy, including any costs or expenses incurred by you or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including the prevention of injury to a person or damage to another’s property;
5. for damage to personal property in the care, custody or control of any insured;
6. arising out of any “aircraft products;”
7. arising out of the actual, alleged, suspected or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of “asbestos;”
8. arising out of the actual, alleged, suspected or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of “fungi” or bacteria;
9. arising out of the actual, alleged, suspected or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of “silica” or “silica related dust;”
10. arising out of any “employment practices” of any insured;
11. arising 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;
12. imposed under:
    a. an uninsured or underinsured motorist, uninsured or underinsured boater, Medical Payments, Personal Injury Protection, No-Fault or any similar law;
    b. a workers compensation, disability benefits, unemployment compensation or any similar law;
    c. the Employee Retirement Income Security Act of 1974, any amendments thereto or any similar law.

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SECTION II – WHO IS AN INSURED

The WHO IS AN INSURED section of the "controlling underlying insurance" is made part of this policy. Any person or organization that is an insured in "controlling underlying insurance" is an insured in this policy to the same extent.

SECTION III – LIMITS OF INSURANCE

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of insureds, claims made or suits brought, or persons or organizations making claims or bringing suits.

1. The General Aggregate Limit is the most we will pay for the sum of all damages to which this insurance applies, except:
   a. damages because of bodily injury or property damage included within any applicable products-completed operations hazard; or
   b. damages arising out of the ownership, operation, maintenance or use of an automobile;
2. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all damages included within any applicable products-completed operations hazard;
3. Subject to paragraphs 1. and 2. above, the Each Event Limit is the most we will pay for all damages that arise out of any one "event."

SECTION IV – CONDITIONS

The CONDITIONS sections of the "controlling underlying insurance" are made part of this policy. If an inconsistency or contradiction exists between the Conditions of this policy and the Conditions of the "controlling underlying insurance," the Conditions of this policy will apply.

1. Appeals
   At our discretion we may appeal any judgment which would result in a payment under this policy. When we do appeal, we will pay all costs associated with the appeal in addition to the Limits of Insurance. Any such appeal will not increase our Limits of Insurance.
2. Bankruptcy or Insolvency
   Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of our obligations under this policy. Bankruptcy or insolvency of any company providing "controlling underlying insurance" will not reduce the "underlying limits" or increase our obligations under this policy. We will not be required to drop down or replace "controlling underlying insurance."
3. Cancellation
   a. The first Named Insured may cancel this policy at any time by providing us advanced written notice of the cancellation date.
   b. We may cancel this policy at any time by providing the first Named Insured written notice of cancellation:
      i. at least 10 days in advance if we cancel for non-payment of premium; or
      ii. at least 30 days in advance if we cancel for any other reason:

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c. If the “controlling underlying insurance” is cancelled for any reason, this policy is also cancelled. Reinstatement of the “controlling underlying insurance” does not reinstate this policy unless reinstatement is endorsed hereon.

Return premium, if any, will be calculated per Condition 11. Premium. Proof of mailing will be proof of notice.

4. Non-Renewal
   a. We are not obligated to renew this policy. However, should we decide not to renew, we will provide the first Named Insured written notice of our decision at least 30 days prior to the expiration date shown in the Declarations.
   b. We will not restrict the terms or increase premium of this policy at renewal unless we have given the first Named Insured at least 30 days advanced notice of any such changes. However, no notice will be provided or required if a restriction in this policy results from a restriction applicable to “controlling underlying insurance.”
   c. The first Named Insured may non-renew this policy by:
      i. providing advance written notice to us;
      ii. rejecting our offer to renew; or
      iii. failing to reply to our offer to renew.

   Proof of mailing will be proof of notice.

5. Changes
   This policy contains all of the agreements between you and us. This policy may only be changed by endorsements we issue.

6. Duties When There is an “Event,” Claim or Suit
   a. You must see to it that we and any other insurers who could provide coverage are notified as soon as practicable of any “event” which may be reasonably expected to result in a claim under this policy. To the extent possible, notice should include:
      i. how, when and where the “event” took place;
      ii. the names and addresses of any injured persons and witnesses; and
      iii. the nature and location of any injury or damage arising out of the “event.”
   b. If a claim is made or suit is brought against any insured which may be reasonably expected to result in a claim under this policy, you must:
      i. immediately record the specifics of the claim or suit and the date received; and
      ii. notify us, and any other insurers who could provide coverage, as soon as practicable.
   c. You and any other involved insured must:
      i. immediately send us, and any other insurers who could provide coverage, copies of any demands, notices, summonses or legal papers received in connection with a claim or suit which may be reasonably expected to result in a claim under this policy;
      ii. authorize us to obtain records and other information;
      iii. cooperate with us in the investigation or settlement of the claim, issues relating to coverage under this policy or defense against the suit; and
      iv. 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 the injury or damage to which this insurance may apply.

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d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense, other than first aid, without our consent.

Notice to us may be sent to our address shown in the Declarations.

7. Legal Action Against Us
   No person or organization has a right under this insurance:
   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 insurance unless all of its terms have been fully complied with.

8. Maintenance of Controlling Underlying Insurance
   During the "policy period" you must maintain "controlling underlying insurance" with "underlying limits" at least equal to the amounts shown in the Declarations. The "underlying limits" must be unimpaired at the beginning of this "policy period."
   If you fail to maintain the "controlling underlying insurance" this policy will be invalid.
   If you fail to maintain "underlying limits," we will only be liable to the extent we would have been liable had you maintained the "underlying limits." Reduction of "underlying limits" by the payment of judgments or settlements for "loss" to which this insurance applies, or would have applied but for the amount of the damages, will not be considered a failure to maintain "underlying limits."

9. Other Insurance
   This insurance is excess over any insurance available to the insured except insurance purchased specifically to apply in excess of this policy.

10. Payment of Damages
    When the amount of damages payable under this policy has been determined by final judgment or a written settlement agreement between the claimant and us, we will pay that amount, up to our applicable Limits of Insurance, after the "controlling underlying insurance" or the insured has paid the full amount of the "underlying limits."

11. Premium
    The Premium shown in the Declarations is the premium for the coverage we provide for the "policy period." The first Named Insured is responsible for the payment of all premiums under this policy. If this policy is cancelled prior to its expiration date return premium will be calculated as follows:
    a. if cancelled by us:
       [{(Premium) – (Minimum Earned Premium)} x (Pro Rata factor)]
    b. if cancelled by you:
       [{(Premium) – (Minimum Earned Premium)} x {(Pro Rata factor) x (.90)}].

12. Separation of Insureds
    Except with respect to the Limits of Insurance and any rights or duties specifically assigned in this policy 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.

13. Transfer of Rights of Recovery Against Others
    If an insured has rights to recover all or part of any payment we have made under this insurance, the insured must preserve those rights and, at our request, pursue or transfer those rights to us. The insured must do nothing after an "event" to impair them.

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14. Reformation of Underlying
    If the "controlling underlying insurance" is reformed after an "event" to provide coverage for a "loss," the terms of such reformation do not apply to this policy.

15. When we Defend
    When we have a duty to defend an insured, the insured will cooperate with us in the transfer of the defense to counsel of our choosing. If the law of the governing jurisdiction permits an insured to select their own counsel to be paid for by us, we shall only be liable for the reasonable and necessary defense costs of one law firm per insured at rates customarily paid by us for the defense of similar claims in the jurisdiction where the claim is pending.

16. Claims outside the U.S.A, it's Territories, Possessions or Canada
    When we have the duty to defend an insured and are prevented by law or otherwise from doing so, we will reimburse the insured for any reasonable and necessary expenses incurred in the defense of a suit to which this insurance applies.
    If the insured becomes legally obligated to pay damages to which this insurance applies and we are prevented by law from paying such damages on behalf of the insured, we will reimburse the insured, in U.S currency at the prevailing exchange rate at the time the damages were paid, for such damages.

SECTION V – DEFINITIONS

The DEFINITIONS sections of the "controlling underlying insurance" are made part of this policy, and apply to words or phrases used in this policy provided always that words or phrases in quotations in this policy will have the meaning given them in this policy.

"Aircraft products" means:

a. an aircraft;
b. ground control or support equipment; or
c. any article, component or device made, sold, licensed, handled or distributed by any insured that is used to achieve, control or maintain flight or landing of an aircraft.

"Asbestos" means the mineral in any form.

"Controlling underlying insurance" means the policy listed in the Schedule of Underlying Insurance shown in the Declarations, or its renewal or replacement, which applies to the "loss," or would have applied but for:

a. an exclusion in that policy; or
b. the exhaustion or erosion of an aggregate limit of insurance;

If more than one policy is listed in the Schedule, the "controlling underlying insurance" is the policy which applies to the "loss" or would have applied but for the reasons a. or b. listed above.

"Defense expenses" means expenses we incur to investigate a claim or defend a suit. Defense expenses include interest which accrues on our portion of a judgment, after entry of that judgment and after the insured or any underlying insurer has paid the full amount of their portion of the judgment but before we have paid, offered to pay or deposited in the court the part of the judgment that is within our applicable Limits of Insurance.

"Employment practices" means:

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a. dismissal, discharge or termination of employment, whether actual, constructive or retaliatory;
b. failure or refusal to hire or promote;
c. discipline, demotion, coercion or retaliatory treatment;
d. failure to grant tenure;
e. negligent employment evaluation;
f. sexual or other workplace harassment, including quid pro quo and hostile work environment;
g. employment discrimination;
h. invasion of privacy, violation of employment related civil rights, employment related libel, slander or defamation;
i. creating or enforcing or failing to create or enforce employment related policies or procedures; or
j. actual or alleged violations of the Family and Medical Leave Act of 1993 or its amendments.

"Event" means an accident, incident, occurrence, offense, wrongful act or other "loss" causing "event" defined by and to which the "controlling underlying insurance" applies.

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi. But "fungi" does not include mushrooms cultivated for human consumption.

"Loss" means bodily injury, property damage, personal and advertising injury or other loss defined by and to which the "controlling underlying insurance" applies.

"Policy period" means the period of time between the effective date shown in the Declarations and the earlier of the expiration date shown in the Declarations or the expiration date shown in an endorsement to this policy.

"Silica" means silicon dioxide, occurring in crystalline, amorphous or impure forms, silica particles, silica dust or silica compounds.

"Silica related dust" means a mixture or combination of silica and other dust particles.

"Underlying limits" means the amounts shown in the Declarations as the minimum limits of insurance to be provided by "controlling underlying insurance."

In Witness Whereof, the issuing Company has caused this policy to be signed officially below, and countersigned on the Declarations page by a duly authorized representative of said Company.

A.Morris Tooker
President

Kevin Barnett
Secretary

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OFAC ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

U.S. ECONOMIC AND TRADE SANCTIONS LIMITATIONS CLAUSE

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under the trade or economic sanctions, laws or regulations of the United States of America.

The United States of America trade or economic sanctions, laws or regulations shall include, but not be limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms, conditions and exclusions of this Policy remain unchanged.

Policyholder Notice

CLAIM REPORTING PROCEDURES

Conditions of the policy require that in the event of a claim, you notify us as soon as practicable. All claim notifications are to be reported to the Hartford Office by electronic mail to newloss@thehartford.com.

In the alternative, claim notices may also be:

- Mailed to the Hartford Office at:

  Navigators Management Co., Inc.
  Claims Division
  One Hartford Plaza
  Hartford, CT 06155

- Or faxed to 847-285-9003

- Or telephone 855-444-4796

All claims notifications must be accompanied by an ACORD loss form and should contain current contact information for the insured and claimant(s) as well as a detailed description of the loss.

If the insured files a claim with the agent, it is the agent's responsibility to forward the claim to the Hartford Office.

Policyholder Notice

COMMUNICABLE DISEASE EXCLUSION DISCLOSURE NOTICE

This policy contains a COMMUNICABLE DISEASE exclusion. Please read the policy carefully to understand what is and is not covered and contact your insurance agent for answers to any questions you may have.

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following applies and supersedes any other provision to the contrary

A. Cancellation:

1. You 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 is not a renewal of a policy we issued, we may cancel this policy for any reason by giving you 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. Cancellation of policies in effect for 60 days or more.

   a. If this policy has been in effect for 60 days or more or this is a renewal of a policy we issued, we may cancel this policy by giving you written notice of cancellation at least:

      (1) 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:
      (a) Nonpayment of premium;
      (b) Conviction of a crime arising out of acts increasing the hazard insured against;
      (c) Discovery of fraud or material misrepresentation by you in obtaining the policy or in perfecting any claim thereunder;
      (d) Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or
      (e) A determination by the Commissioner that continuation of the policy would violate or place us in violation of the law.

      (2) 60 days before the effective date of cancellation if we cancel for one or more of the following reasons:
      (a) Physical changes in the property which increase the hazard insured against;
      (b) A material increase in the hazard insured against; or

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(c) A substantial loss of reinsurance by us affecting this particular line of insurance.

b. We may not cancel policies in effect for 60 days or more or renewal policies for any reason other than the reasons described in Paragraph 3.a. above.

c. If we cancel for nonpayment of premium, you may continue the coverage and avoid the effect of the cancellation by payment in full at any time prior to the effective date of cancellation.

d. Notice of Cancellation will be delivered or sent by:
(1) Registered mail;
(2) Certified mail; or
(3) Mail evidenced by a United States Post Office certificate of mailing.

4. We will give notice to you at your last mailing address known to us.

5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

6. 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 made or offered a refund.

7. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Non-Renewal

1. If we decide not to renew this policy, we will mail or deliver to you a written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date of this policy. The notice will be sent to your address last known to us.

2. This notice will be delivered or sent by:
a. Registered mail;
b. Certified mail; or
c. Mail evidenced by a certificate of mailing.

If notice is mailed, proof of mailing is sufficient proof of notice.

3. However, we are not required to send this notice if nonrenewal is due to your failure to pay any advance premium required for renewal.

C. Payment of Damages, is deleted and replaced by the following:

When the amount of damages payable under this policy has been determined by final judgment or settlement, we will pay that amount, up to the limits of this policy, after the “controlling underlying insurance” is obligated to pay the full amount of the “underlying limits.”

D. Maintenance of Underlying Insurance
If you fail to maintain underlying insurance this policy will apply as if the underlying insurance were in full effect.

E. SECTION I – COVERAGE, 1. Insuring Agreement, A. 6. Is deleted and replaced by the following:

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6. As respects paragraphs 3. and 4. above, defense expenses we incur in the investigation of any claim or the defense of any suit will be paid in addition to the Limits of Insurance.

All other terms of the policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following is added to SECTION I - COVERAGE, 2. Exclusions.:

This insurance does not apply:

1. to any liability:
   a. 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 or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
   b. resulting from the hazardous properties of nuclear material and with respect to which:
      i. any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
      ii. 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.
2. to any liability resulting from the hazardous properties of nuclear material, if:
   a. the nuclear material is at any nuclear facility owned by or operated by or on behalf of an insured, or has been discharged or dispersed therefrom;
   b. 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. to any liability arising 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 applies only to injury to or destruction of property at such nuclear facility.

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As used in this endorsement:

1. "hazardous properties" includes radioactive, toxic or explosive properties;

2. "nuclear material" means “source material,” “special nuclear material” or “by-product material;”

3. "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;

4. "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

5. "waste" means any waste material:
   a. containing by-product material; and
   b. resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph 6. below;

6. "nuclear facility" means:
   a. any nuclear reactor;
   b. any equipment or device designed or used for:
      i. separating the isotopes of uranium or plutonium;
      ii. processing or utilizing spent fuel; or
      iii. handling, processing or packaging waste;
   c. any equipment or device used for the processing, fabricating or alloying of “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;

7. "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;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

All other terms of the policy remain unchanged.

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EXCLUSION - REJECTED COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. The following is added to SECTION I - COVERAGE, 2. Exclusions:

This insurance does not apply to any liability:

1. for which coverage was available on the “controlling underlying insurance” but which you did not purchase.

All other terms of the policy remain unchanged.

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EXCLUSION - DESIGNATED OPERATIONS OR LOCATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

Description of Designated Ongoing Operation(s):
Aircraft and Watercraft
This policy does not provide coverage for 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 and 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 a watercraft you do not own that is:
1. less than 26 feet long; and
2. not being used to carry persons or property for a charge.

MARINE LIABILITY
This policy does not provide coverage for any marine liability, which includes, but is not limited to, the following:
1. Charterers Liability:
2. Safe Berth Legal Liability;
3. Towers Liability;
4. Ship Repairers Legal Liability;
5. Terminal Operation Liability;
6. Jones Act
7. Protection and Indemnity Liability;
8. Ship Builders Liability;
9. Stevedores Liability;
10. Wharfingers Liability; or
11. U.S. Longshore and Harbor Workers Compensation Act.

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SPECIFIED OPERATIONS:
This policy does not provide coverage for any liability arising out of the following operations of the Insured, regardless of whether such operations are: conducted by you or on your behalf; conducted for others; or completed or ongoing:
Description of Operations:
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 Ups or Similar Construction Projects
8. Homeless Shelters or Transitional Housing

Water Sports:
This policy does not provide coverage for any liability arising out of the rental, ownership, maintenance, use or entrustment to others of the any of the following:
1. jet skis;
2. parasailing equipment;
3. water gliding equipment; or
4. any other water sports equipment.

Specified Location (If Applicable):

(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 SECTION I - COVERAGE, 2. Exclusions:

This insurance does not apply to any liability:

1. arising out of your operations or your work 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".

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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.

All other terms of the policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-CUMULATION OF LIMITS / ANTI-STACKING ENDORSEMENT

The following is added to SECTION III – Limits of Insurance:

> If an “event” causes “loss” during this policy period and the policy period(s) of one or more prior or subsequent policies issued to you by us or a company affiliated with us, to which this insurance and those other policies apply, this policy’s Each Occurrence Limit will be reduced by the amount of damages paid by us under those other policies.

All other terms of the policy remain unchanged.

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CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE PART
COMMERCIAL FOLLOW FORM EXCESS LIABILITY POLICY

If aggregate insured losses attributable to “certified acts of terrorism” 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.

"Certified act of terrorism" means an act that is certified under the federal Terrorism Risk Insurance Act 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.

Any other terms of the policy that conflict with this endorsement are deleted.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER INJURY

A. The following is added to SECTION I – COVERAGE, 2. Exclusions:

This insurance does not apply to:

1. any liability arising out of "cyber injury;" or

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

   a. request, demand, order or statutory or regulatory requirement that any insured or others monitor, notify or in any way respond to an actual or alleged "cyber injury;"
   b. claim or suit by or on behalf of a governmental authority for damages because of monitoring, notifying or in any way responding to a "cyber injury;"

incurred by you or others.

B. The following are added to SECTION V – DEFINITIONS:

1. "Cyber injury" means any actual or suspected, intentional or unintentional breach of any data, software or hardware, wherever located, that results in:

   a. loss; destruction; disclosure; disruption; inspection; modification; recording; release; review; or use of "personal information;"
   b. inability to access any website or any electronic system;
   c. release, introduction or facilitation of any "malicious code;"
   d. forensic or investigative expenses;
   e. extortion or terrorism acts or threats;
   f. monitoring or notification costs or expenses;
   g. crisis management or public relations expenses;
   h. data or system recovery, repair, replacement or restoration expenses; or
   i. business interruption expenses.

2. "Malicious code" includes, but is not limited to any virus, Trojan horse, worm, spyware, logic bomb, adware, malware or other similar software program.

3. "Personal information" means any personal, or personally, identifiable, or identifying, information, as defined by federal, state or local laws, statutes or regulations.

All other terms and conditions of the policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COMMUNICABLE DISEASE

A. The following is added to SECTION I – COVERAGE, 2. Exclusions:

This insurance does not apply to any liability for "loss".

1. arising out of the actual or alleged transmission of a communicable disease.

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

   a. supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;

   b. testing for a communicable disease;

   c. failure to prevent the spread of the disease; or

   d. failure to report the disease to authorities.

All other terms and conditions of the policy remain unchanged.

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EXCLUSION – PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

SCHEDULE

Schedule - Specifically Excluded Substances, Materials, Compounds, or Products
None

A. The following is added to SECTION I - COVERAGE, 2. Exclusions:

This insurance does not apply to liability:

1. for any damages, judgments, settlements, loss, costs or expenses, or any other form of relief, remedy or recovery that may be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind, which arises out of, or relates in any way to "PFAS ", including but not limited to:

   a. manufacturing, handling, sale, distribution, marketing, installation, repair, removal, abatement, replacement, or handling of “PFAS” or products containing “PFAS”; or;

   b. an actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "PFAS" whether intentional or unintentional; or;

   c. consumption, ingestion, presence, inhalation or use of, contact with or exposure to, "PFAS”, whether by direct or passive exposure.

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

   a. request, demand, order, or other requirement (whether statutory or regulatory) that any insured or others test for, investigate for, monitor, clean up, abate, remove, remediate, contain, treat, detoxify or neutralize, dispose of, or in any way respond to, or assess the effects of "PFAS"; or

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

B. The following is added to SECTION V – DEFINITIONS:

"PFAS" means:

1. Any substance, material, or compound that is or contains per-and polyfluoroalkyl substances, including but not limited to perfluorobutanoic acid (PFBA), perfluorohexanoic acid (PFHxA), perfluoroheptanoic acid (PFHpA), perfluorooctanoic acid (PFOA), perfluorononanoic acid (PFNA), perfluorodecanoic acid (PFDA), perfluoroundecanoic acid (PFUnA), perfluorododecanoic acid (PFDoDA), perfluorobutane sulfonic acid (PFBS), perfluorohexane sulfonic acid (PFHxS), perfluorooctane sulfonic acid (PFOS), and perfluorooctane sulfonamide (FOSA).

2. Any substance, material, or compound that is identified or acknowledged by any federal, state, international or other governmental agency or authority, including but not limited to the United States Environmental Protection Agency (EPA), the Centers for Disease Control and Prevention (CDC), the Agency for Toxic Substances and Disease Registry (ATSDR), the National Institutes for Health (NIH), and the International Agency for Research on Cancer (IARC):

   a. As or to contain a Per-and Polyfluoroalkyl substance; or

   b. To exhibit or demonstrate the same or similar harmful properties as a per-and polyfluoralkyl substance.

3. Any constituents, additives, degradation, break down, or by-products to or of any substance, material or compound set forth in subparagraphs a. and b. above, including but not limited to homologues, isomers, salts, esters, alcohols, acids, and precursor chemicals, compounds and derivatives.

4. Any substance, material, compound, or product identified in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL CHANGE ENDORSEMENT

This endorsement modifies insurance provided under this policy:

A. Item 2. of the Declarations, Policy Period, is amended to read as it does on the Certificate of Insurance described in Paragraph D. below. However, in no event will the "policy period" of any Certificate be longer than 12 months.

B. As respects the coverage provided by this endorsement, the following are added to SECTION I –COVERAGE, 2. Exclusions:

This insurance does not apply to any liability:

1. any liability arising out of construction or demolition operations performed by or on behalf of any Named Insured. This exclusion does not apply to general maintenance, non-load bearing renovations or repairs performed by you or on your behalf upon your premises.

C. As respects the coverage provided by this endorsement, the following is added to Section III – LIMITS OF INSURANCE:

4. When "controlling underlying insurance" has a General Aggregate Limit that applies separately and fully to each person or organization described in Paragraph D. below, the General Aggregate Limit of this policy will apply in the same manner.

5. The Declaration, Item 3., LIMITS OF INSURANCE is deleted in their entireties and replaced by the following:
EACH OCCURRENCE OR EVENT - As Per Certificate of Insurance
GENERAL AGGREGATE - As Per Certificate of Insurance
PRODUCTS-COMPLETED OPERATIONS AGGREGATE - As Per Certificate of Insurance
Notwithstanding any of the above, the limits of insurance amount referenced in the Certificate of Insurance will not exceed $15,000,000**.**

D. Section II – WHO IS AN INSURED is deleted and replaced by the following:

Any person or organization to whom a Certificate of Insurance evidencing coverage under this policy has been issued by or on behalf of the Producer shown in the Declarations provided that:
a) such person or organization is an Insured on the "controlling underlying insurance;" and
b) a premium for this coverage has been paid to the Producer and a monthly bordereaux is submitted to us listing the Named Insured and insured location(s).

All other terms of the policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – DEFENSE OBLIGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. SECTION 1 – COVERAGE, 1 Insuring Agreement, A Excess Liability is hereby amended and replaced with the following:

1. Insuring Agreement
   A. Excess Liability
      1. We will pay on behalf of the insured and in excess of "underlying limits" those sums the insured becomes legally obligated to pay as damages for "loss" to which this insurance applies. This insurance applies only if:
         a. the "loss" is caused by an "event" that takes place in the coverage territory;
         b. the "loss" occurs during the "policy period;" and
         c. the "controlling underlying insurance" applies to the "loss."
      2. If an aggregate limit of "controlling underlying insurance" is exhausted by the payment of judgments or settlements to which this insurance applies or would have applied but for the amount of the damages, this insurance will apply in place of the "controlling underlying insurance" until we have paid our applicable Limits of Insurance.
      3. When paragraph 2. above applies, ending the "controlling underlying insurance" obligations to investigate and settle claims or defend suits against the insured, and, when the "controlling underlying insurance" has the right and duty to investigate claims and defend suits which seek damages to which the "controlling underlying insurance" applies, then we have the right and duty to investigate claims and defend suits which seek damages to which this insurance applies. Our right and duty to defend end when we have paid our applicable Limits of Insurance.
      4. When paragraph 2. above applies, ending the "controlling underlying insurance" obligations to investigate and settle claims or defend suits against the insured, and, when the "controlling underlying insurance" has the right, but not the duty, to investigate claims and defend suits which seek damages to which the "controlling underlying insurance" applies, then we have the right, but not the duty, to investigate claims and defend suits which seek damages to which this insurance applies. Our right and duty to defend end when we have paid our applicable Limits of Insurance.
      5. When paragraph 2. above does not apply, we have the right, but not the duty, to participate in the investigation or settlement of any claim or the defense of any suit against any insured.
      6. We have the right, at our discretion, to settle any claim to which this insurance applies.

Navigators Insurance Company

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7. As respects paragraphs 3., 4. and 5. above, “defense expenses” we incur in the investigation of any claim or defense of any suit will be paid in addition to the Limits of Insurance except when such costs reduce the limits of “controlling underlying insurance,” in which case they will reduce our Limits of Insurance.
8. The amount we pay is limited. See SECTION III – LIMITS OF INSURANCE.

All other terms and conditions of the policy remain unchanged.

Navigators Insurance Company

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – HUMAN TRAFFICKING

This endorsement modifies insurance provided under this policy:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. The following is added to SECTION I - COVERAGE, 2. Exclusions:

This insurance does not apply to any liability arising out of actual, alleged or suspected:

1. "Human Trafficking";
2. "Labor Trafficking";
3. "Sex Trafficking";
4. "Commercial Sexual Exploitation of Children";
5. Failure to protect against, prevent, investigate, or report Human Trafficking, Labor Trafficking, Sex Trafficking or the Commercial Sexual Exploitation of Children; or
6. Conduct, acts or omissions that are prohibited by, in violation of, or for which penalties are provided within the Victims of Trafficking and Violence Protection Act of 2000, or any other federal, state or local statute, ordinance or regulation, including any amendments of or additions thereto, specific to Human Trafficking, Labor Trafficking, Sex Trafficking or the Commercial Sexual Exploitation of Children.

To the extent "controlling underlying insurance" applies, this exclusion does not apply if:

At the time of loss:

(1) ownership and/or management were not aware of any Human Trafficking, Labor Trafficking, Sex Trafficking or the Commercial Sexual Exploitation of Children occurring on the premises of any scheduled location;
(2) a formal training program was in place for all employees regarding Human Trafficking, Labor Trafficking, Sex Trafficking or the Commercial Sexual Exploitation of Children;
(3) written procedures were in place for what employees should do in response to, and how to report, suspected or observed Human Trafficking, Labor Trafficking, Sex Trafficking or the Commercial Sexual Exploitation of Children; and
(4) training and written procedures regarding Human Trafficking, Labor Trafficking, Sex Trafficking or the Commercial Sexual Exploitation of Children were reviewed annually by Management with all Employees.

Items (2), (3) and (4) are applicable only to Insureds that own or manage Hotel or Motel operations or other rental lodging operations.

B. The following is added to SECTION V – DEFINITIONS:

"Human Trafficking" means the recruitment, enticement, harboring, transporting, providing, obtaining, or maintaining, advertising, patronizing, or soliciting of a person, whether or not through the use of force, fraud, or coercion, for the purpose of exploitation.

"Labor Trafficking" means the recruitment, enticement, harboring, transporting, providing, obtaining, or 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.

"Sex Trafficking" means the recruitment, enticement, harboring, transporting, providing, obtaining, or maintaining, advertising, patronizing, or soliciting of a person, whether or not through the use of force, fraud, or coercion, for the purpose of inducing a commercial sex act.

"Commercial Sexual Exploitation of Children" means sexual abuse where remuneration in cash or in kind is made to the child or a third person(s). This includes prostitution, pornography, sex tourism, and other forms of human or sex trafficking.

''Coercion'' means threats of serious harm to or physical restraint against any person; any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in

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serious harm to or physical restraint against any person; or the abuse or threatened abuse of the legal process.

‘‘Commercial Sex Act’’ means any sex act on account of which anything of value is given to or received by any person.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL LIABILITY EXCLUSION

This endorsement modifies insurance provided under this policy:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

It is agreed that the following exclusion is added under Section I – COVERAGE, 2. Exclusions:

This policy does not provide coverage for any liability arising out of any act, error, omission, malpractice or mistake of a professional nature committed by the **Insured** or any person for whom the **Insured** is legally responsible.

It is understood 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**.

All other terms of the policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - NAMED INSURED AND MAILING ADDRESS

Item 1. of the Declarations is amended as follows:

Paramount Real Estate Group Inc
2550 West Tyvola Road
Suite 600
Charlotte, NC 28217

All other terms of the policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - SCHEDULE OF UNDERLYING

This endorsement modifies insurance provided under the following:
COMMERCIAL EXCESS LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

Item 4. of the Declarations is amended as follows:

The following is (•) Added ( ) Amended ( ) Deleted

4. Underlying Insurance:

Coverage/Carrier/Policy Number	Policy Term	Limits
Follow Form- (Admitted) Starstone National Insurance Company GP16-25	(•) Occurrence ( ) Claims Made 11/01/2025 to 11/01/2026	$10,000,000 Each Occurrence $10,000,000 Aggregate $10,000,000 Products Completed Operations Aggregate
	Which is in excess of at least	$1,000,000 Each Occurrence $2,000,000 Aggregate $2,000,000 Products Completed Operations Aggregate
Follow Form - MT Starstone Specialty Insurance Co. GP41-25	(•) Occurrence ( ) Claims Made 11/01/2025 to 11/01/2026	$10,000,000 Each Occurrence $10,000,000 Aggregate $10,000,000 Products Completed Operations Aggregate
	Which is in excess of at least	$1,000,000 Each Occurrence $2,000,000 Aggregate $2,000,000 Products Completed Operations Aggregate

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Follow Form - CA Starstone Specialty Insurance Co. GP40-25	◉ Occurrence ○ Claims Made 11/01/2025 to 11/01/2026	$10,000,000 Each Occurrence $10,000,000 Aggregate $10,000,000 Products Completed Operations Aggregate
	Which is in excess of at least	$1,000,000 Each Occurrence $2,000,000 Aggregate $2,000,000 Products Completed Operations Aggregate
Follow Form - WA Starstone Specialty Insurance Co. GP42-25	◉ Occurrence ○ Claims Made 11/01/2025 to 11/01/2026	$10,000,000 Each Occurrence $10,000,000 Aggregate $10,000,000 Products Completed Operations Aggregate
	Which is in excess of at least	$1,000,000 Each Occurrence $2,000,000 Aggregate $2,000,000 Products Completed Operations Aggregate
Admitted (for all other states) Midvale Indemnity Company PRP-229824000-02	◉ Occurrence ○ Claims Made 11/01/2025 to 11/01/2026	$10,000,000 Each Occurrence $10,000,000 Aggregate $10,000,000 Products Completed Operations Aggregate
	Which is in excess of at least	$1,000,000 Each Occurrence $2,000,000 Aggregate $2,000,000 Products Completed Operations Aggregate
Non-Admitted (CA) Homesite Insurance Company PRP-253288001-02	◉ Occurrence ○ Claims Made 11/01/2025 to 11/01/2026	$10,000,000 Each Occurrence $10,000,000 Aggregate $10,000,000 Products Completed Operations Aggregate
	Which is in excess of at least	$1,000,000 Each Occurrence $2,000,000 Aggregate $2,000,000 Products Completed Operations Aggregate

All other terms of the policy remain unchanged.

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