

POLICY INFORMATION**THIS IS NOT A BILL.**

YOUR POLICY IS DIRECTLY BILLED. IF THIS IS A POLICY CHANGE, THE ADDITIONAL OR RETURN PREMIUM WILL BE SHOWN ON FUTURE INSTALLMENT BILLINGS. IF ALL INSTALLMENTS HAVE BEEN BILLED, THE PREMIUM CHANGE WILL BE BILLED OR CREDITED PROMPTLY. A BILL WILL BE SENT TO:

Insured

Company: The Travelers Indemnity Company

I Town of Raymond
N
S
U
R 401 Webbs Mills Road
E
D Raymond ME 04071

Policy Inception/Effective Date: 07/01/16**Policy Number:**

ZUP-14S1156A-16-PB

Agency Number: 1800271**Transaction Type:**

Renewal of Policy

Transaction Number: 001**Processing Date:** 07/18/2016

A
G Cross Insurance
E P.O. Box 1383
N
T Windham ME 04062

Policy Number	Description	Amount	Surtax/ Surcharge
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ZUP 14S1156A		\$3,185.00	
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The premium shown does not include a premium payment plan service charge.
If you selected a premium payment plan your payment schedule/bill will show this charge.

This policy is on a Four Pay payment plan.

A payment schedule/bill will follow shortly.

INSURED COPY

INSURED COPY

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 or any Coverage Part 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. If the policy is cancelled, that date will become the end of the policy period. If a Coverage Part is cancelled, that date will become the end of the policy period as respects that Coverage Part only.
5. If this policy or any Coverage Part 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 as 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

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. We compute all premiums for this policy in accordance with our rules, rates, rating plans, premiums and minimum premiums. The premium shown in the Declarations was computed based on rates and rules 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.

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.

G. Equipment Breakdown Equivalent to Boiler and Machinery

On the Common Policy Declarations, the term Equipment Breakdown is understood to mean and include Boiler and Machinery and the term Boiler and Machinery is understood to mean and include Equipment Breakdown.

This policy consists of the Common Policy Declarations and the Coverage Parts and endorsements listed in that declarations form.

In return for payment of the premium, we agree with the Named Insured to provide the insurance afforded by a Coverage Part forming part of this policy. That insurance will be provided by the company indicated as insuring company in the Common Policy Declarations by the abbreviation of its name opposite that Coverage Part.

The companies listed below (each a stock company) have executed this policy, and is countersigned by the officers listed below:

The Travelers Indemnity Company (IND)

The Phoenix Insurance Company (PHX)

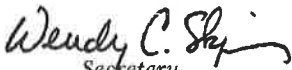
The Charter Oak Fire Insurance Company (COF)

Travelers Property Casualty Company of America (TIL)

The Travelers Indemnity Company of Connecticut (TCT)

The Travelers Indemnity Company of America (TIA)

Travelers Casualty Insurance Company of America (ACJ)


Secretary


President

POLICY NUMBER: ZUP-14S1156A-16-PB

EFFECTIVE DATE: 07/01/16

ISSUE DATE: 07/19/16

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

This listing shows the number of forms, schedules and endorsements by line of business.

IL T0 01 01 07	COMMON POLICY CONDITIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL F0 74 02 09	PRESERVATION OF GOVERNMENTAL IMMUNITY - MAINE
IL T3 68 01 15	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
IL T4 14 01 15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

UMBRELLA/EXCESS

SU M0 87 06 07	NAMED INSURED ENDORSEMENT
CG T0 14 04 96	POLICY DECLARATIONS COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE POLICY
CG D0 23 04 96	SCHEDULE OF UNDERLYING INSURANCE
UM 00 01 11 03	COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE
UM 03 92 11 03	EMPLOYERS LIABILITY - FOLLOWING FORM
UM 04 66 04 08	AMENDMENT OF BODILY INJURY DEFINITION
UM 04 75 07 08	AMENDMENT OF DEFENSE OF CLAIMS OR SUITS - REASONABLE EXPENSES INCURRED BY THE INSURED AT OUR REQUEST
UM 04 76 07 08	AMENDMENT OF WHO IS AN INSURED - INSUREDS ADDED WHEN QUALIFYING UNDER SCHED UNDERLYING INS WITHOUT WRITTEN CONTRACT...
UM 04 78 07 08	AMENDMENT OF PROPERTY DAMAGE DEFINITION
UM 04 79 07 08	AMENDMENT - OTHER INSURANCE CONDITION AND MEANING OF OTHER INSURANCE AND OTHER INSURER
UM 04 80 07 08	AMENDMENT OF DEFENSE OF CLAIMS OR SUITS - TAXED COSTS
UM 04 81 07 08	AMENDMENT - MEANING OF YOU AND YOUR AND MEANING OF EMPLOYEE
UM 04 82 07 08	AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION
UM 04 84 07 08	AMENDMENT OF WATERCRAFT OR AIRCRAFT EXCLUSION
UM 04 85 07 08	AMENDMENT OF DAMAGE TO PROPERTY EXCLUSION
UM 04 86 07 08	AMENDMENT OF DAMAGE TO YOUR WORK EXCLUSION
UM 04 87 07 08	AMENDMENT OF MAINTENANCE OF UNDERLYING INSURANCE CONDITION
UM 04 88 07 08	WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
UM 05 02 07 08	AMENDMENT OF MAINTENANCE OF UNDERLYING INSURANCE CONDITION- FOR EMPLOYERS LIAB UNDERLYING INSURANCE WITH NON-CONCURRENT
UM 01 52 11 03	EMPLOYEE BENEFITS LIABILITY
UM 03 37 01 99	REASONABLE FORCE - BODILY INJURY OR PROPERTY DAMAGE
UM 00 76 01 86	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
UM 01 04 11 10	EXCLUSION - ABUSE OR MOLESTATION
UM 01 66 08 91	EXCLUSION - LEAD (INCLUDING PRODUCTS-COMPLETED OPERATIONS HAZARD)
UM 01 91 01 02	WAR EXCLUSION
UM 01 96 07 96	EXCLUSION - ASBESTOS
UM 03 64 01 02	FUNGI OR BACTERIA EXCLUSION
UM 03 78 07 14	TOTAL EXCLUSION - FAILURE TO SUPPLY
UM 04 15 10 11	EXCLUSION - UNSOLICITED COMMUNICATION
UM 05 30 03 09	EXCLUSION - DISCRIMINATION
UM 04 90 07 08	AUTO LIABILITY EXCLUSION - LIMITED FOLLOWING FORM
UM 04 92 07 08	POLLUTION EXCLUSION - POLLUTION RELATED TO AUTOS

UM 00 99 11 03	MAINE MANDATORY ENDORSEMENT
UM 05 09 02 09	AMENDMENT OF DUTIES IN THE EVENT OF OCCURRENCE OR OFFENSE, CLAIM OR SUIT AND REPRESENTATION CONDITIONS - PUBLIC ENTITIES
UM 05 12 02 09	LAW ENFORCEMENT ACTIVITIES OR OPERATIONS EXCLUSION
UM 05 14 02 09	PUBLIC USE OF PRIVATE PROPERTY EXCLUSION
UM 05 15 06 14	PROFESSIONAL HEALTH CARE SERVICES EXCLUSION - LIMITED FOLLOWING FORM - PUBLIC ENTITIES
UM 05 08 02 09	AMENDMENT OF WHO IS AN INSURED - YOUR EXECUTIVE OFFICERS, EMPLOYEES, DIRECTORS OR STOCKHOLDERS ARE INSURED ONLY WHEN QU
UM 05 11 01 15	AMENDMENT OF COVERAGE B - PERSONAL INJURY AND ADVERTISING INJURY LIABILITY
UM 05 13 02 09	DAMS, RESERVOIRS, LEVEES, DIKES OR CANALS EXCLUSION
UM 05 18 02 09	DESIGNATED ACTIVITIES OR OPERATIONS EXCLUSION
UM 05 17 02 09	INJURY TO VOLUNTEER FIREFIGHTERS EXCLUSION - LIMITED FOLLOW ING FORM
UM 05 23 02 09	EXCESS PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE - GENERAL AGGREGATE LIMIT APPLIES
UM 05 24 02 09	EXCESS PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE - GENERAL AGGREGATE LIMIT APPLIES - DEFENSE EXP.
UM 05 27 02 09	AMENDMENT OF POLLUTION EXCLUSION-POLLUTION NOT RELATED TO A UTOS-LIMITED FOLLOWING FORM-PUBLIC ENTITIES OR INDIAN TRIBES
UM 05 28 02 09	STATUTORY CAP LIMITS OF INSURANCE ENDORSEMENT
UM 05 35 05 09	NEWLY ACQUIRED OR FORMED BUSINESS ORGANIZATION EXCLUSION - INDIAN TRIBES
UM 05 36 05 09	PROFESSIONAL HEALTH CARE SERVICES EXCLUSION - LIMITED FOLLOWING FORM - INDIAN TRIBES
UM 06 88 03 15	AMENDMENT OF CONDITIONS AND COVERAGE FOR FINANCIAL INTEREST IN FOREIGN INSURED ORGANIZATIONS - UMBRELLA
UM 06 03 11 10	CRISIS MANAGEMENT SERVICES EXPENSES
UM 06 09 10 11	EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS
UM 06 50 01 15	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRESERVATION OF GOVERNMENTAL IMMUNITY – MAINE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE
COMMERCIAL GENERAL LIABILITY COVERAGE PART
CYBER LIABILITY COVERAGE
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
LAW ENFORCEMENT LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART

PROVISIONS

1. The following is added to each Section that provides liability coverage:

This insurance applies to the tort liability of any insured only to the extent that such tort liability is not subject to any defense of governmental immunity under Maine law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

2. The following is added to the **CONDITIONS** Section:

Preservation Of Governmental Immunity

Your purchase of this policy is not a waiver, under Maine Revised Statute Title 14, Section 8116 or any amendments to that section, of any governmental immunity that would be available to any insured under the Maine Tort Claims Act, Maine Revised Statute Title 14, Section 8101 et. seq., or any amendments to those sections, other Maine statutes, judicial precedent, or common law had you not purchased this policy.

IMPORTANT NOTICE - INDEPENDENT AGENT AND BROKER COMPENSATION

NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.

For information about how Travelers compensates independent agents and brokers, please visit www.travelers.com, call our toll-free telephone number 1-866-904-8348, or request a written copy from Marketing at One Tower Square, 2GSA, Hartford, CT 06183.

DIRECT CLAIM REPORTING

1-800-238-6225

Direct dial claim service can go a long way toward meeting your needs when it counts. The service enables you to report any claim* directly to a claim service representative. It is a toll free number (1-800-238-6225) which puts you in touch with the Telephone Claim Reporting Center.

It's convenient

The toll free Telephone Claim Reporting Center operates 24 hours a day, seven days a week, 365 days a year. You can report your claims* immediately - day or night.

It's efficient

You only need one telephone reporting number (1-800-238-6225) to report any type of claim*.

It's responsive

The pertinent claim information is logged in electronically as you speak with one of our Telephone Reporting Claim Service Center Representatives. You are given a claim file number during this important first call, which will enable easy follow-up on the status of your claim.

When You Call

Your needs can best be served if you have the following information on hand when you call:

- Name of business as it appears on the policy and/or your policy number
- Date and time at which the accident or loss occurred
- State and location at which the accident or loss occurred
- Detailed description of the accident or loss
- Names, addresses, and phone numbers of anyone injured or anyone else involved, including any witnesses
- A complete description of the property or vehicle in the accident or loss
- Name of your agent or broker
- Advise what property or extra expense is involved

- Advise if there is any other insurance available covering the loss, and if so name, address, phone number, and claim numbers of the insurance company.

How Your Claim Is Handled

To Report a claim*, just dial 1-800-238-6225 and a Telephone Reporting Claim Service Center Representative will:

Gather pertinent information

We will ask you a series of questions about the claim to obtain all the necessary information to quickly determine coverage/liability.

Next Steps

After gathering the information that we need, regardless of the type of claim, a claim representative will contact you to discuss the actions they will take, and most importantly, to answer any questions that you may have.

In addition to claims personnel, you can also call your agent for advice about your claim and to help you with any other insurance needs.

You can help speed up the process if:

- until your claim is reported, you take whatever reasonable action is necessary to protect the property from any further damage.
- You notify your claim representative immediately if you have any additional information or if you are contacted by another insurance company.

To protect your rights under the policy, remember to report all incidents, even if you are not sure a claim will be made.

*Unless your policy requires written notice or reporting.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE
COMMERCIAL GENERAL LIABILITY COVERAGE PART
CYBERFIRST ESSENTIALS LIABILITY COVERAGE PART
CYBERFIRST LIABILITY COVERAGE
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY+ WITH IDENTITY FRAUD EXPENSE
REIMBURSEMENT COVERAGE PART
ENVIRONMENTAL HAZARD POLICY
EXCESS (FOLLOWING FORM) LIABILITY INSURANCE
LAW ENFORCEMENT LIABILITY COVERAGE PART
LIMITED ABOVE GROUND POLLUTION LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDFIRST PRODUCTS/COMPLETED OPERATIONS, ERRORS AND OMISSIONS, AND
INFORMATION SECURITY LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK DEPARTMENT
OF TRANSPORTATION
TRIBAL BUSINESS MANAGEMENT LIABILITY COVERAGE PART
Any other Commercial Liability coverage included in this policy that is subject to
the federal Terrorism Risk Insurance Act of 2002 as amended

PROVISIONS

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA") establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean 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.

The Federal Government's share of compensation for such Insured Losses is established by TRIA and is a percentage of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA). Through 2020, that percentage is established by TRIA as follows:

85% with respect to such Insured Losses occurring in calendar year 2015.

84% with respect to such Insured Losses occurring in calendar year 2016.

83% with respect to such Insured Losses occurring in calendar year 2017.

82% with respect to such Insured Losses occurring in calendar year 2018.

81% with respect to such Insured Losses occurring in calendar year 2019.

80% with respect to such Insured Losses occurring in calendar year 2020.

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is included in the premium for such coverage. The charge for such Insured Losses that has

been included for each such coverage is indicated below, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA.

- 1% of each applicable Commercial Liability Coverage premium.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CYBERFIRST ESSENTIALS LIABILITY COVERAGE PART
CYBERFIRST LIABILITY COVERAGE
DELUXE PROPERTY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY+ WITH IDENTITY FRAUD EXPENSE REIMBURSEMENT COVERAGE PART
ENVIRONMENTAL HAZARD POLICY
EQUIPMENT BREAKDOWN COVERAGE PART
EXCESS (FOLLOWING FORM) LIABILITY INSURANCE
LAW ENFORCEMENT LIABILITY COVERAGE PART
LIMITED ABOVE GROUND POLLUTION LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDFIRST PRODUCTS/COMPLETED OPERATIONS, ERRORS AND OMISSIONS, AND INFORMATION SECURITY LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK DEPARTMENT OF TRANSPORTATION
TRIBAL BUSINESS MANAGEMENT LIABILITY COVERAGE PART
Any other Coverage Part or Coverage Form included in this policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended

The following is added to this policy. This provision can limit coverage for any loss arising out of a "certified act of terrorism" if such loss is otherwise covered by this policy. This provision does not apply if and to the extent that coverage for the loss is excluded or limited by an exclusion or other coverage limitation for losses arising out of "certified acts of terrorism" in another endorsement to this 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 "TRIA", we will 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 by the Secretary of the Treasury, in accordance with the provisions of "TRIA", to be an act of terrorism pursuant to "TRIA". The criteria contained in "TRIA" 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 "TRIA"; 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.

"TRIA" means the federal Terrorism Risk Insurance Act of 2002 as amended.

Named Insured Endorsement

The following replaces **Section IV. Definitions N. Named Insured**:

N. Named Insured means:

1. any person or organization listed in Item 1 of the Declarations, any company that is your subsidiary as of the effective date of this policy and any company in which you own a majority or controlling interest as of the effective date of this policy; and
2. any organization, which is newly acquired, controlled or formed by you during the **Policy Period** but only:
 - a. as respects **Occurrences** taking place after you acquire, take control of or form such organization;
 - b. to the extent such organization is included under the coverage provided by any **Scheduled Underlying Insurance**;
 - c. if you give us prompt notice after you acquire, take control of or form any such organization which has:
 - i. estimated sales for the next 12 months that exceed \$25,000,000; or
 - ii. operations that are not the same as your operations; and
 - d. if you own a majority or controlling interest in such organization;

We may make an additional premium charge for any such organizations you acquire, take control of or form during the **Policy Period**;
3. if you are an individual, you and your spouse, but only with respect to the conduct of a business of which you are the sole owner;
4. if you are a partnership or joint venture, your partners or co-venturers and their spouses, but only with respect to the conduct of your business;
5. if you are a limited liability company, your members, but only with respect to the conduct of your business, and your managers, but only with respect to their duties as your managers; and
6. if you are an organization other than a partnership, joint venture or limited liability company, any of your executive officers, directors or stockholders but only while acting within their duties or capacities as such;

However, no person or organization is a **Named Insured** with respect to the conduct of any past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations.

Also, no person or organization is a **Named Insured** under paragraphs IV.N.3., 4., 5. or 6. for the ownership, maintenance, operation, use, **Loading or Unloading**, or entrustment to others, of any Autos, aircraft or watercraft unless such coverage is included under the **Scheduled Underlying Insurance** and then for no broader coverage than is provided under such **Scheduled Underlying Insurance**.

All other terms of your policy remain the same.



One Tower Square, Hartford, Connecticut 06183

**POLICY DECLARATIONS
COMMERCIAL EXCESS LIABILITY
(UMBRELLA) INSURANCE POLICY**

POLICY NO: ZUP-14S1156A-16-PB
ISSUE DATE: 07/19/16

INSURING COMPANY: THE TRAVELERS INDEMNITY COMPANY

1. NAMED INSURED AND MAILING ADDRESS:

TOWN OF RAYMOND
A PUBLIC ENTITY
401 WEBBS MILLS ROAD
RAYMOND , ME 04071

2. THE NAMED INSURED IS A:

☐ CORPORATION ☐ SOLE PROPRIETOR ☐ PARTNERSHIP OR JOINT VENTURE ☒ OTHER

3. POLICY PERIOD: From 07/01/16 to 07/01/17 12:01 A.M. Standard Time at your mailing address.

4. PREMIUM: \$3,185.00 ☒ Flat Charge ☐ Adjustable (See premium schedule)

5. LIMITS OF INSURANCE:

COVERAGES		LIMITS OF LIABILITY
AGGREGATE LIMITS OF LIABILITY	\$1,000,000	Products/Completed Operations Aggregate
	\$1,000,000	General Aggregate
COVERAGE A - Bodily Injury and Property Damage Liability	\$1,000,000	any one occurrence subject to the Products/ Completed Operations and the General Aggregate Limits
COVERAGE B - Personal and Advertising Injury Liability	\$1,000,000	any one person or organization subject to the General Aggregate Limit of Liability
RETAINED LIMIT	\$10,000	any one occurrence or offense

6. SCHEDULE OF UNDERLYING INSURANCE:

POLICY	LIMITS (000 omitted)	COVERAGE	COMPANY
SEE CG D0 23			

7. On the effective date shown in item 3, the Commercial Excess Liability (Umbrella) Insurance Policy numbered above includes this Declarations Page and the Policy Jacket (Form Um 00 76 which contains the Nuclear Energy Liability Exclusion) and any endorsements listed hereafter:

SEE IL T8 01

NAME AND ADDRESS OF AGENT OR BROKER

CROSS INSURANCE
P.O. BOX 1383
WINDHAM ME 04062

COUNTERSIGNED BY:

Authorized Representative

Date: _____

OFFICE:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

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 insurance the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

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; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.

1. INSURING AGREEMENT.

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "applicable underlying limit" which the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies.

This insurance applies to "bodily injury" or "property damage" only if:

- (i) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;
- (ii) The "bodily injury" or "property damage" occurs during the policy period;
- (iii) Prior to the policy period, no insured listed under Paragraph 1. 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.

This insurance applies to "personal injury" or "advertising injury" caused

by an "offense" committed during the policy period, anywhere in the world.

- b. 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".
- c. "Property damage" that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the "occurrence" that caused it.
- d. The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**.

The following provisions apply only with respect to Parts 1.a.(i), (ii) and (iii) above:

1. "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. 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.
2. "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. of **SECTION II - WHO IS AN INSURED** or any employee authorized by you to give or receive notice of an "occurrence" or claim:
 - (a) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (b) Receives a written or verbal demand or claim for damages because of "bodily injury" or "property damage"; or

- (c) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

2. DEFENSE OF CLAIMS OR SUITS.

- a. We will have no duty to defend any claim or "suit" that any other insurer has a duty to defend. If we elect to join in the defense of such claims or "suits", we will pay all expenses we incur.
- b. We will have the right and duty to defend any "suit" for damages which are payable under Coverages **A** or **B** (including damages wholly or partly within the "retained limit") but which are not payable by a policy of "underlying insurance", or any other available insurance, because:
- (1) Such damages are not covered; or
 - (2) The "underlying insurance" has been exhausted by the payment of claims.
- c. We may investigate and settle any claim or "suit" in **b.** above at our discretion.
- d. Our right and duty in **b.** above end when we have used up the "applicable limit of insurance" in the payment of judgments or settlements.
- e. We will pay, with respect to any claim or "suit" we defend in **b.** above:
- (1) All expenses we incur.
 - (2) The cost of appeal bonds and bonds to release attachments, but only for bond amounts within the "applicable limit of insurance". We do not have to furnish these bonds.
 - (3) 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.
 - (4) All costs taxed against the insured in the "suit".
 - (5) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have:
 - (a) paid, or offered to pay; or
 - (b) deposited in court:the part of the judgment that is within the "applicable limit of insurance".
 - (6) 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.

These payments will not reduce the limits of insurance.

In any jurisdiction outside the United States of America (including its territories and possessions), Puerto Rico or Canada where we may be prevented by law or some other factor beyond our control from carrying out the agreements under **1. INSURING AGREEMENT** or **2. DEFENSE OF CLAIMS OR SUITS** above:

- a. You must arrange to investigate, defend or settle any claim or "suit".
- b. You will not make any settlement without our consent.
- c. We will pay expenses incurred with our consent.

3. 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. "Advertising Injury" "Offenses"

(1) Breach of Contract

"Advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in the course of advertising your goods, products or services.

(2) Quality Or Performance Of Goods - Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in the course of advertising your goods, products or services.

(3) Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in the course of advertising your products, goods or services.

c. Employment-Related Practices

"Bodily injury" or "personal 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 or discrimination directed at that person; or

2. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal injury" to that person at whom any of the employment-related practices described in paragraphs (a), (b) or (c) above is directed.

This exclusion applies whether the insured may be held 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.

d. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured assumed liability under a contract or agreement. This exclusion does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" to which any policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, applies or would apply but for the exhaustion of its limits of liability. Coverage provided will follow the same provisions, terms, definitions, exclusions, limitations and conditions of the policy(ies) of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance.

e. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

f. Pollution

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants", or any loss, cost, expense or damages resulting therefrom, but this exclusion does not apply to "bodily injury", "property

damage", "personal injury" or "advertising injury" to which any policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, applies or would apply but for the exhaustion of its limits of liability. Coverage provided will follow the same provisions, terms, definitions, exclusions, limitations and conditions of the policy(ies) of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance.

g. Watercraft Or Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, including loading or unloading, or entrustment to others of any watercraft or any aircraft.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) Liability assumed under any contract or agreement for the ownership, maintenance or use of a watercraft;
- (3) A watercraft over 50 feet in length which is chartered with crew by or on behalf of any insured;
- (4) A watercraft less than 50 feet long which you own; or
- (5) A watercraft less than 50 feet long which you do not own and is not being used to carry persons or property for a charge.

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 watercraft or any aircraft that is owned or operated by or rented or loaned to any insured.

h. "Personal Injury" Or "Advertising Injury" "Offenses"

(1) Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" 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 injury" or "advertising injury".

(2) Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

(3) Material Published Prior To Policy Period

"Personal injury" or "advertising injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period. All "personal injury" or "advertising injury" arising out of publication of the same or similar material subsequent to the beginning of the policy period is also excluded.

(4) Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

(5) Contractual Liability

"Personal injury" or "advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to "personal injury" or "advertising injury" to which any policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, applies or would apply but for the exhaustion of its limits of liability. Coverage provided will follow the same provisions, terms, definitions, exclusions, limitations and conditions of the policy(ies) of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance.

(6) Insureds In Media And Internet Type Businesses

"Personal injury" or "advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the "personal injury" definition in **SECTION V - DEFINITIONS.**

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.

(7) Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

(8) Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" 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.

i. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a

period of 7 or fewer consecutive days.

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 (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

j. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

k. 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.

l. 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.

m. 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.

n. Uninsured Motorists, Underinsured Motorists, "Auto" No-Fault, Medical Expenses Benefits and Income Loss Benefits

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

- (1) Uninsured Motorists;
- (2) Underinsured Motorists;
- (3) "Auto" No-Fault Laws or other first party personal injury laws; or
- (4) Medical Expense Benefits and Income Loss Benefits Laws of any applicable state or jurisdiction.

o. Liquor Legal 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 only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

This exclusion does not apply to "bodily injury" or "property damage" to which any policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, applies or would apply but for the exhaustion of its limits of liability. Coverage provided will follow the same provisions, terms, definitions, exclusions, limitations and conditions of the policy(ies) of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance.

SECTION II - WHO IS AN INSURED.

1. If you are designated in the Declarations as:

- a. 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.
- b. 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.

- c. 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.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. As respects the "auto hazard":

- (1) Anyone using an "auto" you own, hire or borrow including any person or organization legally responsible for such use provided it is with your permission; and
- (2) Any of your executive officers, directors, partners, employees or stockholders, operating an "auto" you do not own, hire or borrow while it is being used in your business.

None of the following is an insured under (1) or (2) above:

- (a) Any person employed by or engaged in the duties of an auto sales agency, repair shop, service station, storage garage or public parking place that you do not operate;
 - (b) The owner or lessee of any "auto" hired by or for you or loaned to you, and any agent or employee of such owner or lessee.
- b. Except as respects the "auto hazard":**
- (1) Your executive officers, employees, directors or stockholders while acting within the scope of their duties; and
 - (2) Any person or organization while acting as real estate manager for you.

- c. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured. However, coverage does not apply to:**

- (1) "Bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- (2) "Personal injury" or "advertising injury" arising out of an "offense" committed before you acquired or formed the organization.

- d. Any person or organization having proper temporary custody of your property if you die, but only:**

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- e. 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 insurance.**

- f. Any other person or organization insured under any policy of the "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance for whom you have agreed in a written contract executed prior to loss to provide insurance. This insurance is subject to all the limitations upon coverage under such policy of "underlying insurance", and, the limits of insurance afforded to such person or organization will be:**

- (i) The difference between the "underlying insurance" limits and the minimum limits of insurance which you agreed to provide; or

- (ii) The limits of insurance of this policy

whichever is less.

If the minimum limits of insurance you agreed to provide such person or organization in a written contract are wholly within the "underlying insurance", this policy shall not apply.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

No person is an insured as respects "bodily injury" to a fellow employee unless insurance for such liability is afforded by the "underlying insurance".

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 or "suits" brought; or**
- c. Persons or organizations making claims or bringing "suits".**

2. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of injury and damage included in the "products-completed operations hazard".
3. The General Aggregate Limit is the most we will pay for damages under Coverage **A** and Coverage **B**, except:
 - a. Damages because of injury and damage included in the "products-completed operations hazard"; and
 - b. Damages because of injury and damage included in the "auto hazard".
4. Subject to 3. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.
 Non cumulation of Personal and Advertising Injury Limit - If "personal injury" and/or "advertising injury" is sustained by any one person or organization during the policy period and during the policy period of one or more prior and/or future policies that include a **COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE** policy for the insured issued by us or any affiliated insurance company, the amount we will pay is limited. This policy's Personal and Advertising Injury Limit will be reduced by the amount of each payment made by us and any affiliated insurance company under the other policies because of such "personal injury" and/or "advertising injury".
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of damages under Coverage **A** because of all "bodily injury" and "property damage" arising out of any one "occurrence".

Non cumulation of Each Occurrence Limit - If one "occurrence" causes "bodily injury" and/or "property damage" during the policy period and during the policy period of one or more prior and/or future policies that include a **COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE** policy for the insured issued by us or any affiliated insurance company, the amount we will pay is limited. This policy's Each Occurrence Limit will be reduced by the amount of each payment made by us and any affiliated insurance company under the other policies because of such "occurrence".

To determine the limit of our liability, all "bodily injury" and "property damage" arising out of continuous or repeated exposure

to the same general conditions shall be considered one "occurrence".

The limits of this insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months. The policy period begins with the effective date shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period.

SECTION IV - CONDITIONS.

1. APPEALS.

- a. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit", we may do so.
- b. If we do, we will pay all costs of the appeal. We will also pay all costs on appeals related to the defense of the insured as provided in **SECTION 1, 2. DEFENSE OF CLAIMS OR SUITS**. These sums are in addition to the "applicable limit of insurance". In no event shall our liability for "ultimate net loss" exceed the "applicable limit of insurance".

2. BANKRUPTCY.

- a. Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of our obligations under this insurance.
- b. Bankruptcy or insolvency of the "underlying insurer" will not relieve us of our obligations under this insurance.

However, this insurance will not replace the "underlying insurance" in event of bankruptcy or insolvency of the "underlying insurer". This insurance will apply as if the "underlying insurance" were in full effect.

3. CANCELLATION.

- a. You may cancel this insurance by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this insurance by mailing or delivering to you written notice of cancellation 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.
- c. We will mail or deliver our notice to your last mailing address known to us.

- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this insurance is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund will be pro rata less 10% of the pro rata unearned premium. 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.

4. CHANGES.

This contract contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this insurance.

5. DUTIES IN THE EVENT OF OCCURRENCE OR OFFENSE, CLAIM OR SUIT.

- a. You must see to it that we are notified promptly of an "occurrence" or an "offense" which may result in a claim under this insurance. Notice should include:
 - (1) How, when and where the "occurrence" or "offense" took place; and
 - (2) The names and addresses of any injured persons and witnesses.
- b. If a claim is made or "suit" is brought against any insured which may result in a claim against this insurance, you must see to it that we receive prompt written notice of the claim or "suit".
- c. The insured must:
 - (1) Cooperate with the "underlying insurers";
 - (2) Comply with the terms of the "underlying insurance"; and
 - (3) Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of "bodily injury", "property damage", "personal injury" or "advertising injury" with respect to which insurance is provided under this or any policy of "underlying insurance".
- d. When we believe that a claim may exceed the "underlying insurance", we may join with the insured and the "underlying insurer" in the investigation, settlement and defense of all claims and "suits" in connection with such "occurrence" or "offense". In

such event, the insured must cooperate with us.

6. EXAMINATION OF YOUR BOOKS AND RECORDS.

We may examine and audit your books and records as they relate to this insurance:

- a. At any time during the policy period;
- b. Up to three years afterward; or
- c. Within one year after final settlement of all claims under this insurance.

7. INSPECTIONS AND SURVEYS.

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give you reports on the conditions we find; and
- c. Recommend changes.

Any inspections, surveys, reports or recommendations 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. We do not warrant that conditions are safe or healthful; or comply with laws, regulations, codes or standards.

8. 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.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that are not payable under the terms of this insurance; or 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.

9. MAINTENANCE OF UNDERLYING INSURANCE.

The insurance afforded by each policy in the schedule of "underlying insurance" in the Declarations will be maintained for the full term of this insurance. This provision does not apply to the reduction of the aggregate limit or limits due to payment of judgments or settlements for "bodily injury", "personal injury", "property damage" or "advertising injury". As these policies expire, you will renew

them at limits at least equal to the expiring limits of insurance.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you so complied.

You must give us a written notice of any change in the "underlying insurance" as respects:

- a. Coverage;
- b. Limits of insurance;
- c. Termination of any coverage; or
- d. Exhaustion of aggregate limits.

10. OTHER INSURANCE.

This insurance is excess over any other valid and collectible insurance whether such other insurance is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply in excess of this insurance.

11. OUR RIGHT TO RECOVER FROM OTHERS.

If we make a payment under this insurance, the insured will assist us and the "underlying insurer" in recovering what we paid by using the insured's rights of recovery. Reimbursement will be made in the following order:

- a. First, to any interest (including the insured) who has paid any amount in excess of the limits of this insurance;
- b. Next to us; and
- c. Then to any interest (including the insured and the "underlying insurer") as are entitled to claim the remainder, if any.

A different order may apply if agreed upon by all interests. Expenses incurred in the process of recovery will be divided among all interests according to the ratio of their respective recoveries.

12. PREMIUM.

- a. You are responsible for the payment of all premiums and will be the payee for any return premiums.
- b. If the premium is a flat charge, it is not subject to adjustment except as provided in d. below.
- c. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of each year in which this insurance is in force at the rate shown in the Declarations, subject to the Minimum Annual Premium.

- d. Additional premium may become payable when coverage is provided for additional insureds and named insureds under the provisions of **SECTION II - 2.c. and f.**

13. PREMIUM AUDIT.

- a. You must keep records of the information we need for premium computation, and send us copies at such times as we may request.
- b. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured.
- c. The due date for audit and retrospective premiums is the date as shown as the due date on the bill.
- d. 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 you subject to the minimum premiums.

14. REPRESENTATION.

By accepting this insurance, you agree:

- a. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this insurance in reliance upon your representations.

15. SEPARATION OF INSURED.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to you in this insurance, 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.

16. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE.

Your rights and duties under this insurance 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.

17. WHEN LOSS IS PAYABLE.

If we are liable under this insurance, we will pay for "ultimate net loss" after:

- a. (1) The insured's liability is established by court decision; or
- (2) There is a written agreement between the claimant, the insured, any "underlying insurer" and us; and
- b. The amount of the "applicable underlying limit" is paid by or on behalf of the insured.

We will pay all claims within thirty days provided all terms of this insurance are met.

The insured will reimburse us for any payment we make for damages which are within the "retained limit".

18. TITLES OF PARAGRAPHS.

The titles of paragraphs of this policy and any endorsements attached to this policy are inserted solely for convenience of reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

19. CURRENCY

Loss payments and expense reimbursements will be in the same currency as the currency of the Limits of Insurance stated in the Declarations. At our sole option, we may agree to pay loss or reimburse expense under this policy in another currency. Any necessary currency conversion shall be calculated based on the rate of exchange published in the next Wall Street Journal subsequent to the date of judgment, settlement or agreement.

SECTION V - DEFINITIONS.

1. "Advertising injury" means injury arising out of one or more of the following "offenses":

- a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged;
- b. Oral or written publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life; or
- c. Infringement of copyright, title or slogan, provided that claim is made or "suit" is brought by a person or organization claiming ownership of such copyright, title or slogan.

Such "offenses" must be committed in the course of advertising your goods or products.

2. "Applicable limit of insurance" means the maximum amount we will pay as damages in accordance with **SECTION III - LIMITS OF INSURANCE.**

3. "Applicable underlying limit" means:

- a. If the policies of "underlying insurance" apply to the "occurrence" or "offense", the greater of:

- (1) The amount of insurance stated in the policies of "underlying insurance" in the Declarations or any other available insurance less the amount by which any aggregate limit so stated has been reduced solely due to payment of claims; or

- (2) The "retained limit" shown in the Declarations; or

- b. If the policies of "underlying insurance" do not apply to the "occurrence" or "offense", the amount stated in the Declarations as the "retained limit".

The limits of insurance in any policy of "underlying insurance" will apply even if:

- (i) The "underlying insurer" claims the insured failed to comply with any condition of the policy; or
- (ii) The "underlying insurer" becomes bankrupt or insolvent.

4. "Auto" means a land motor vehicle, trailer or semi-trailer.

5. "Auto hazard" means all "bodily injury" and "property damage" for which liability insurance is afforded under the terms, other than limits of insurance, of the auto policy of "underlying insurance".

6. "Bodily injury" means bodily injury, shock, fright, mental injury, disability, mental anguish, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

7. "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.

8. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
9. "Offense" means any of the offenses listed in the definition of "personal injury" or "advertising injury".
10. "Personal injury" means injury, other than "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 by or on behalf of its owner, landlord or lessor, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is performed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged; or
 - e. Oral, written or electronic publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life.

Such "offenses" must arise out of the conduct of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you.

11. "Pollutants" means one or more solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
12. a. "Products-completed operations hazard" 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.

- b. "Your work" will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) 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.
- (3) 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.

- c. "Products-completed operations hazard" 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.

13. "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.

"Property damage" does not include "electronic media and records".

As used in this definition, "electronic media and records" means:

- (1) Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells;
- (2) Data stored on such media; or
- (3) Programming records for electronic data processing or electronically controlled equipment.

14. "Retained limit" is the sum stated in the Declarations as such. If the policies of

"underlying insurance" do not apply to the "occurrence" or "offense", the insured shall retain this amount as self insurance with respect to:

- a. "Bodily injury" or "property damage" caused by each "occurrence"; or
 - b. "Personal injury" or "advertising injury" sustained by any one person or organization and caused by an "offense".
15. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding alleging such damages 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.
16. "Ultimate net loss" means the sum actually paid or payable due to a claim for which the insured is liable either by a settlement to which we agreed or a final judgment. Such sum will include proper adjustments for recoveries and salvage.
17. "Underlying insurance" means the policies listed in the Schedule of Underlying Insurance and includes:
- a. Any renewal or replacement of such policies; and
 - b. Any other insurance available to the insured.
18. "Underlying insurer" means any insurer which provides a policy listed in the Schedule of Underlying Insurance or any other insurance available to the insured.
19. "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.

20. "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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYERS LIABILITY - FOLLOWING FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

PROVISIONS:

A. The following exclusion is added to Paragraph 3. **EXCLUSIONS** of **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY:**

3. Exclusions

This insurance does not apply to:

Employers 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:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share dam-

ages with or repay someone else who must pay damages because of the injury.

B. The **PROVISION A.** exclusion above does not apply if you have a policy of "underlying insurance" listed in the **SCHEDULE OF UNDERLYING INSURANCE** of the **DECLARATIONS** of this insurance, or any renewal or replacement thereof, which provides coverage for such damages or would provide coverage for such damages but for the exhaustion of its limits of liability. Coverage provided will follow the same provisions, terms, definitions, exclusions, limitations and conditions of the policy(ies) of "underlying insurance" listed in the **SCHEDULE OF UNDERLYING INSURANCE** of the **DECLARATIONS** of this insurance.

C. Only as respects the provisions of this endorsement, **SECTION V - DEFINITIONS** is amended as follows:

1. Parts **3.a.(1)**, **3.a.(2)** and **3.b.** of the definition of "Applicable underlying limit" are deleted; and

2. Part **17.b.** of the definition of "Underlying insurance" is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF BODILY INJURY DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following replaces the definition of "bodily injury" in the **DEFINITIONS** section:

"Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person; or
- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF DEFENSE OF CLAIMS OR SUITS -
REASONABLE EXPENSES INCURRED BY THE INSURED AT OUR
REQUEST**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following replaces Paragraph e.(3) of Paragraph 2., **DEFENSE OF CLAIMS OR SUITS.**, of **SECTION I - COVERAGES - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**

- (3) 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 \$500 a day because of time off from work.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF WHO IS AN INSURED - INSUREDS ADDED WHEN QUALIFYING UNDER SCHEDULED UNDERLYING INSURANCE WITHOUT WRITTEN CONTRACT AND LIMITATIONS ADDED FOR LIMITED LIABILITY COMPANIES AND FOR YOUR EMPLOYEES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

PROVISIONS

1. The following replaces Paragraph 2.c. of SECTION II - WHO IS AN INSURED.:

- c.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, that qualifies as a Named Insured under a similar provision in any policy of Commercial General Liability (CGL) "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance will qualify as a Named Insured if there is no other excess liability or umbrella insurance available to that organization. However:

- (1) Coverage under this provision is afforded only until the end of the period of time during which the organization qualifies as a Named Insured under that provision in that policy of Commercial General Liability "underlying insurance";
- (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 injury" or "advertising injury" arising out of an "offense" committed before you acquired or formed the organization.

2. The following replaces paragraph 2.f. of SECTION II - WHO IS AN INSURED.:

- f.** Any other person or organization insured under any policy of the "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance. This insurance is subject to all the limitations upon coverage under such policy of "underlying insurance", and the limits of insurance afforded to such person or organization will be:
- (i) The difference between the "underlying insurance" limits and the minimum limits of insurance which you agreed to provide, if you have agreed to provide insurance for

that person or organization in a written contract signed and executed by you before the "occurrence" takes place or the "offense" is committed; or

- (ii) The limits of insurance of this policy;

whichever is less.

If the minimum limits of insurance you agreed to provide such person or organization in such written contract are wholly within the "underlying insurance", this policy shall not apply.

3. The following replaces the last two paragraphs of SECTION II - WHO IS AN INSURED.:

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. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under **SECTION II - WHO IS AN INSURED.**

None of your employees is an insured for the following:

- (1) "Bodily injury" or "personal injury":
 - (a) 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), or to a co-employee while acting within the scope of his or her duties;
 - (b) To the spouse, child, parent, brother or sister of that co-employee as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing

or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) 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, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability

company).

This paragraph does not apply to "bodily injury", "personal injury" or "property damage" for which such employee is an insured under any policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, that would apply but for the exhaustion of its limits of liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
AMENDMENT OF PROPERTY DAMAGE DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following replaces the definition of
"property damage" in **SECTION V -**
DEFINITIONS:

"Property damage" means:

- a.** Physical damage to tangible property of others, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical damage that caused it; or
- b.** Loss of use of tangible property of others that is not physically damaged. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, data, including information, facts or programs in any electronic or other format, is not tangible property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT - OTHER INSURANCE CONDITION AND MEANING OF
OTHER INSURANCE AND OTHER INSURER**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following replaces Paragraph 10., **OTHER INSURANCE**, of **SECTION IV - CONDITIONS**:

10. OTHER INSURANCE

This insurance is excess over any valid and collectible other insurance whether such other insurance is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply excess of this insurance.

As used anywhere in this policy, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit

provision of Paragraph 5. of **SECTION III - LIMITS OF INSURANCE** or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph 4. of **SECTION III - LIMITS OF INSURANCE** applies;

- (iii) Any risk retention group;
- (iv) Any self-insurance method or program, including any failure to buy insurance, or decision to not buy insurance, for any reason, in which case the insured will be deemed to be the provider of other insurance; or
- (v) Any similar risk transfer or risk management method.

As used anywhere in this policy, other insurer means a provider of other insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
AMENDMENT OF DEFENSE OF CLAIMS OR SUITS -
TAXED COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following replaces Paragraph e.(4) of Paragraph 2., **DEFENSE OF CLAIMS OR SUITS.**, of **SECTION 1 - COVERAGES - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**

- (4) All costs taxed against the insured in the "suit", but only for that part of the judgment we pay.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
AMENDMENT - MEANING OF YOU AND YOUR
AND MEANING OF EMPLOYEE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

PROVISIONS

1. The following is replaces the first sentence of the second paragraph of the introductory provisions:

Throughout this insurance 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 insurance.

2. The following is added to the second paragraph of the introductory provisions:

The word "employee":

- a. Includes 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.
- b. Does not include a person who is furnished to you to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following replaces Exclusion **d.**, **Contractual Liability**, in Paragraph 3. of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.**:

d. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" 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 "bodily injury", "property damage", "personal injury" or "advertising injury" to which any policy of "underlying insurance" listed in the **SCHEDULE OF UNDERLYING INSURANCE** of the **DECLARATIONS** of this insurance, or any renewal or replacement thereof, would apply but for the exhaustion of its limits of liability.

If the insured's indemnitee is not an insured, any "suit" against that indemnitee for which a duty to defend would exist under such policy of "underlying insurance" will be deemed to be a "suit" that we will have the right and duty to defend under Paragraph **b.** of **2. DEFENSE OF CLAIMS OR SUITS.**, if that "suit" is for damages which are payable under Coverages **A** or **B** (including damages wholly or partly within the "retained limit"), but which are not payable by:

(1) Such policy of "underlying insurance" because it has been exhausted by the payment of claims; or

(2) Any other insurance available to you. Our right and duty to defend such "suits" ends when we have used up the "applicable limit of insurance" in the payment of judgments or settlements or when the required conditions set forth, or the terms of the required agreement described, in such policy of "underlying insurance" for the duty to defend that indemnitee to exist are no longer met.

This insurance is subject to any provisions in such policy of "underlying insurance" that deem reasonable attorneys fees and necessary litigation expenses incurred by or for the insured's indemnitee that is not an insured to be damages if:

(1) Such attorneys fees and litigation expenses are incurred for the defense of that indemnitee against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged; and

(2) A duty to defend that indemnitee against that proceeding would not exist under such policy of "underlying insurance".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
AMENDMENT OF WATERCRAFT OR AIRCRAFT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following replaces Exclusion **g., Watercraft Or Aircraft**, in Paragraph 3. of **SECTION I - COVERAGES - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.**:

g. Watercraft Or Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft or aircraft owned or operated by or rented or loaned to any insured. Use includes operation and loading or unloading. Loading or unloading means the handling of property:

- (1) After it is moved from the place where it is accepted for movement into or onto a watercraft or an aircraft;
- (2) While it is in or on a watercraft or an aircraft; or
- (3) While it is being moved from a watercraft or an aircraft 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 watercraft or aircraft.

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 watercraft or aircraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to "bodily injury" or "property damage" to which any policy of "underlying insurance" listed in the **SCHEDULE OF UNDERLYING INSURANCE** of the **DECLARATIONS** of this insurance, or any renewal or replacement thereof, would apply but for the exhaustion of its limits of liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
AMENDMENT OF DAMAGE TO PROPERTY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following replaces Exclusion i., **Damage To Property**, in Paragraph 3. of **SECTION I - COVERAGES - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.**

i. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
AMENDMENT OF DAMAGE TO YOUR WORK EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following replaces Exclusion **k.**, **Damage To Your Work**, in Paragraph 3. of **SECTION I - COVERAGES - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**

k. 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:

- (1) The damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; and
- (2) Any policy of Commercial General Liability (CGL) "underlying insurance" listed in the **SCHEDULE OF UNDERLYING INSURANCE** of the **DECLARATIONS** of this insurance, or any renewal or replacement thereof, would apply to such "property damage" but for the exhaustion of its limits of liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF MAINTENANCE OF
UNDERLYING INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following replaces the first paragraph of Paragraph 9., **MAINTENANCE OF UNDERLYING INSURANCE**, of **SECTION IV - CONDITIONS**:

The insurance afforded by each policy in the schedule of "underlying insurance" in the Declarations will be maintained for the full term of this insurance. This provision does not apply to the reduction of the aggregate limit or limits due to payment of:

a. Judgments or settlements for:

- (1) "Bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance would apply but for such payments not exceeding the "applicable underlying limit"; or
- (2) Any other "bodily injury", "property damage", "personal injury" or "advertising injury" to which any policy of Commercial General Liability (CGL) "underlying insurance" listed in the schedule of "underlying insurance" in the Declarations applies, but only if such "underlying insurance" is issued by us or any of our affiliated insurance companies;

b. Pollution costs to which any endorsement that provides limited coverage for pollution costs applies in any policy of Commercial General Liability (CGL) "underlying insurance" issued by

us, or any of our affiliated insurance companies, listed in the schedule of "underlying insurance" in the Declarations;

c. Judgments or settlements for "property damage" to:

- (1) Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- (2) The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days;

if such "property damage" occurs during the term of this insurance; or

d. Medical expenses to which any Medical Payments section of such "underlying insurance" applies, if such medical expenses are incurred for "bodily injury" caused by an accident that takes place during the term of this insurance.

As these policies expire, you will renew them at limits and with coverage at least equal to the expiring insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following is added to Paragraph 11.,
OUR RIGHT TO RECOVER FROM OTHERS., of
SECTION IV - CONDITIONS.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an "offense" that is committed;

subsequent to the execution of the contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF MAINTENANCE OF
UNDERLYING INSURANCE CONDITION -
FOR EMPLOYERS LIABILITY UNDERLYING INSURANCE
WITH NON-CONCURRENT POLICY PERIOD**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following replaces the first paragraph of Paragraph 9., **MAINTENANCE OF UNDERLYING INSURANCE.**, of **SECTION IV - CONDITIONS.**

The insurance afforded by each policy in the schedule of "underlying insurance" in the Declarations will be maintained for the full term of this insurance. This provision does not apply to the reduction of the aggregate limit or limits due to payment of:

a. Judgments or settlements for:

- (1) "Bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance would apply but for such payments not exceeding the "applicable underlying limit"; or
- (2) Any other "bodily injury", "property damage", "personal injury" or "advertising injury" to which any policy of Commercial General Liability (CGL) "underlying insurance" listed in the schedule of "underlying insurance" in the Declarations applies, but only if such "underlying insurance" is issued by us or any of our affiliated insurance companies;

b. Pollution costs to which any endorsement that provides limited coverage for pollution costs applies in any policy of Commercial General Liability (CGL) "underlying insurance" issued by

us, or any of our affiliated insurance companies, listed in the schedule of "underlying insurance" in the Declarations;

c. Judgments or settlements for "bodily injury" to which any policy of Employers Liability "underlying insurance" listed in the schedule of "underlying insurance" in the Declarations applies:

d. Judgments or settlements for "property damage" to:

- (1) Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- (2) The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days;

if such "property damage" occurs during the term of this insurance; or

e. Medical expenses to which any Medical Payments section of such "underlying insurance" applies, if such medical expenses are incurred for "bodily injury" caused by an accident that takes place during the term of this insurance.

As these policies expire, you will renew them at limits and with coverage at least equal to the expiring insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

1. This insurance applies to damages due to any negligent act, error or omission by you or any person for whose acts you are legally responsible in the administration or management of public employee benefits or private employee benefits, but, only if you have a policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, which provides coverage for such damages or would provide coverage for such damages but for the exhaustion of its limits of liability. Coverage provided will follow the same provisions, terms, definitions, exclusions, limitations and conditions of the policy(ies) of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance.
2. With respect to the insurance provided in 1. above, **SECTION III - LIMITS OF INSURANCE** is amended as follows:
 - a. Subject to all the provisions of **SECTION III - LIMITS OF INSURANCE** of the Umbrella policy, the following also applies:
 - (1) As respects the insurance provided by this endorsement, the Limit of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - (a) insureds; or
 - (b) claims made or "suits" brought.
 - (2) The General Aggregate Limit shown in the Umbrella policy Declarations also applies to this insurance and is the most we will pay for all damages:
 - (a) under this insurance and Coverage A and Coverage B, except:
 - (i) damages because of injury and damage included in the "products-completed operations hazard"; and
 - (ii) damages because of injury and damage included in the "auto hazard".
 - (b) due to negligent acts, errors or omissions.
 - (3) Subject to (2) above the any one occurrence limit shown in the Umbrella policy Declarations is the most we will pay for all damages to any one employee including dependents and beneficiaries.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**REASONABLE FORCE - BODILY INJURY OR
PROPERTY DAMAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

PROVISIONS

Exclusion 3.a. of **COVERAGE A. BODILY INJURY
AND PROPERTY DAMAGE LIABILITY; and
COVERAGE B. PERSONAL INJURY AND
ADVERTISING INJURY LIABILITY (SECTION I -
COVERAGES** is deleted and replaced by the
following:

(This insurance does not apply to:)

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

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 EXCESS LIABILITY (UMBRELLA) INSURANCE

1. 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 Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

c. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "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.

2. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "Special nuclear material" or "by-product material";

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

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

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

- a. Any "nuclear reactor";
- b. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing or packaging "waste";
- c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

PROVISIONS

1. The following exclusion is added to Paragraph 3., **EXCLUSIONS**, of **SECTION I - COVERAGES - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY:**

Abuse Or Molestation

"Bodily injury" or "personal injury" arising out of any act of "abuse or molestation".

2. The following is added to **SECTION V - DEFINITIONS:**

"Abuse or molestation" means any illegal or offensive physical act or contact committed by any "perpetrator" against any person who is:

- a. Under 18 years of age;
- b. Legally incompetent; or
- c. In the care, custody or control of any insured and is physically or mentally incapable of consenting to such physical act or contact.

"Perpetrator" means any of the following persons who actually or allegedly commit any illegal or offensive physical act or contact:

- a. Persons listed under Paragraph 1. of **SECTION II - WHO IS AN INSURED;**
- b. Your "employees" or "volunteer workers";
- c. Persons acting as student teachers as part of their educational requirements with you, if you are a public entity, college or school; or
- d. Any other person acting together with any of the persons described in Paragraphs a. through c. above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - LEAD
(INCLUDING PRODUCTS-COMPLETED OPERATIONS HAZARD)**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

This insurance does not apply to:

1. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened absorption, adsorption, ingestion or inhalation by any person of lead:

- (a) at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
- (b) at or from 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 lead;
- (c) which arises from the transportation, handling, storage, treatment, disposal, or processing of lead as waste by or for any insured or any person for whom you may be legally responsible; or
- (d) at or from 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:
 - (i) if the lead is brought on or to the premises, site or location in connection with such operations by such insured, contractor, or subcontractor; or
 - (ii) if the operations are to test for, monitor, clean up, remove, con-

tain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead.

(e) if the "bodily injury" or "property damage" is included within the "products-completed operations hazard."

Subparagraphs (a) and (d) (i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke, or fumes from a hostile fire. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

(2) Any loss, cost or expense arising out of any:

- (a) request, demand or order 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 lead; 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 lead.

Lead means lead in any form, whether in combination with, an ingredient of, or as a contaminant of any other substance or material.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following exclusion is added to Paragraph 3., **EXCLUSIONS** of **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY:**

3. Exclusions

This insurance does not apply to:

War

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising, directly or indirectly, 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

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ASBESTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

This insurance does not apply to "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the injury or damage is caused or contributed to by the hazardous properties of asbestos. This includes:

- a.** Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and
- b.** Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

- A.** The following exclusion is added to Paragraph 3, **EXCLUSIONS** of **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY:**

3. Exclusions

This insurance does not apply to:

Fungi or Bacteria

- a.** "Bodily injury", "property damage", "personal injury" or "advertising injury" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concur-

rently or in any sequence to such injury or damage; or

- b.** Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

- B.** The following definition is added to the **DEFINITIONS** Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL EXCLUSION – FAILURE TO SUPPLY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following exclusion is added to Paragraph 3., **EXCLUSIONS**, of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and **COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY**:

Failure To Supply

"Bodily injury", "property damage" or "personal injury" arising out of the failure of any insured to adequately supply gas, oil, water, electricity, steam or biofuel.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO LIABILITY EXCLUSION - LIMITED FOLLOWING FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following exclusion is added to Paragraph 3., **EXCLUSIONS.**, of **SECTION I - COVERAGES, -COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.**

Auto

"Bodily injury" or "property damage" arising out of:

- (1) The ownership, maintenance, use or entrustment to others of any "auto" owned or operated by or rented or loaned to any insured; or
- (2) The transportation of mobile equipment by an "auto" owned or operated by or rented or loaned to any insured. For purposes of this paragraph, mobile equipment has the same meaning as defined in the policy of Commercial General Liability (CGL) "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, that is in effect during the term of this insurance when the "bodily injury" or "property damage" occurs and that would apply to such "bodily injury" or "property damage" but for any of the following:
 - (a) An exclusion for "bodily injury" or "property damage" arising out of such transportation.
 - (b) The exhaustion of its limits of liability.

Use includes operation and loading or unloading. Loading or unloading means the handling of property:

- (1) After it is moved from the place where it is accepted for movement into or onto an "auto";

- (2) While it is in or on an "auto"; or

- (3) While it is being moved from an "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 "auto".

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 "auto" that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) "Bodily injury" or "property damage" to which any policy of Automobile Liability "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, would apply but for the exhaustion of its limits of liability, but only if the full amount of insurance stated for such "underlying insurance" in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance applies to the accident that caused that "bodily injury" or "property damage"; or
- (2) "Bodily injury" or "property damage" to which any policy of Commercial General Liability (CGL) "underlying insurance" to which any policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, would apply but for the exhaustion of its limits of liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
POLLUTION EXCLUSION - POLLUTION RELATED TO AUTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following exclusion is added to Paragraph 3., **EXCLUSIONS.**, of **SECTION I - COVERAGES - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.**

Pollution Related To Autos

- (1) Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) That are, or that are contained in any property that is:
 - (i) Being transported or towed by, handled, or handled for movement into, onto or from, an "auto";
 - (ii) Otherwise in the course of transit by or on behalf of the insured; or
 - (iii) Being stored, disposed of, treated or processed in or upon an "auto";
 - (b) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto an "auto"; or
 - (c) After the "pollutants" or any property in which the "pollutants" are contained are moved from an "auto" to the place where they are finally delivered, disposed of or abandoned by the insured.
 - (2) 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 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".
- Paragraph (1)(a) of this exclusion does not apply to 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:
- (i) 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
 - (ii) Any policy of Automobile Liability "underlying insurance" listed in the **SCHEDULE OF UNDERLYING INSURANCE** of the **DECLARATIONS** of this insurance, or any renewal or replacement thereof, would apply to the "bodily injury" or "property damage" but for the exhaustion of its limits of liability.
- Paragraphs (1)(b) and (c) of this exclusion do not apply to "pollutants" not in or upon such "auto" if:
- (i) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged, away from premises owned by or rented to an insured, as a result of the maintenance or use of such "auto"; and
 - (ii) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- Paragraph (1) of this exclusion does not apply to "bodily injury" or "property damage" to which any policy of Commercial General Liability (CGL) "underlying insurance" listed in the **SCHEDULE OF UNDERLYING INSURANCE** of the **DECLARATIONS** of this insurance, or any renewal or replacement thereof, would apply but for the exhaustion of its limits of liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MAINE MANDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

1. SECTION IV - CONDITIONS., Part 3., CANCELLATION., is amended by the following:

- a. If the insurance has been in effect for 60 days or more or if the insurance is a renewal, we may cancel the insurance only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation made by you or with your consent in obtaining the insurance, continuing the insurance or in presenting a claim under the insurance;
- (3) 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;
- (4) Failure to comply with reasonable loss control recommendations;
- (5) Substantial breach of contractual duties, conditions or warranties; or
- (6) Determination by the superintendent of insurance that the continuation of a class or block of business to which the insurance belongs will jeopardize our solvency or will place us in violation of the insurance laws of Maine or any other state.

- b. The notice of cancellation will state the reasons for cancellation.

- c. If we cancel for nonpayment of premium, cancellation will not be effective prior to 10 days after your receipt of the notice of cancellation. The notice will state the reasons for cancellation.

- d. Part f. is replaced by the following:

If notice is mailed, a post office certificate of mailing to you at your last known mailing address will be conclusive proof of receipt of notice on the third calendar day after mailing.

2. The following Condition is added to **SECTION IV - CONDITIONS** and supersedes any other provision to the contrary:

WHEN WE DO NOT RENEW

If we decide not to renew this insurance, we will mail or deliver notice of nonrenewal to you. Nonrenewal will not be effective prior to 30 days after your receipt of the notice of nonrenewal. A post office certificate of mailing to you at your last known mailing address will be conclusive proof of receipt of notice on the third calendar day after mailing.

3. The following is added to **SECTION IV - CONDITIONS:**

CONFORMITY TO STATUTE

The provisions of this policy shall conform to the minimum requirements of Me. Rev. Stat. Title 24-A, Sec. 2910.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF DUTIES IN THE EVENT OF OCCURRENCE OR OFFENSE, CLAIM OR SUIT AND REPRESENTATION CONDITIONS - PUBLIC ENTITIES, INDIAN TRIBES OR COLLEGES AND SCHOOLS

This endorsement modifies insurance provided under the following:
COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

PROVISIONS

1. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 5., **DUTIES IN THE EVENT OF OCCURRENCE OR OFFENSE, CLAIM OR SUIT., of SECTION IV - CONDITIONS.:**

e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this policy to you or any insured listed in Paragraph 1. or 2. **a., b., d. or e. of SECTION II - WHO IS AN INSURED.:**

(1) Notice to us of such "occurrence" or "offense" must be given as soon as practicable only after the "occurrence" or "offense" is known to you (if you are an individual), any of your lawfully elected or appointed officials, executive officers, directors, trustees or commissioners (if you are a public entity, an "Indian tribe", or a college or school), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your executive officers or directors (if you are an organization other than a public entity, "Indian tribe", college or school, partnership, joint venture, limited liability company or trust) or any employee authorized by you to give notice of an "occurrence" or "offense".

(2) If you are a partnership, joint venture, limited liability company

or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or "offense" must be given as soon as practicable only after the "occurrence" or "offense" is known by:

(a) Any individual who is:

- (i)** A lawfully elected or appointed official, executive officer or director of any public entity or "Indian tribe";
- (ii)** A partner or member of any partnership or joint venture;
- (iii)** A manager of any limited liability company;
- (iv)** A trustee of any trust; or
- (v)** An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or "offense".

(3) Notice to us of such "occurrence" or "offense" will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or "offense" as

UMBRELLA

soon as practicable after any of the persons described in Paragraphs **e. (1)** or **(2)** above discovers that the "occurrence" or "offense" may result in sums to which the insurance provided under this policy may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

2. UNINTENTIONAL OMISSION

The following is added to Paragraph **14., REPRESENTATION., of SECTION IV - CONDITIONS.:**

The unintentional omission of, or unintentional error in, any information pro-

vided by you which we relied upon in issuing this insurance will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

3. DEFINITIONS

The following is added to **SECTION V - DEFINITIONS.:**

"Indian tribe" means a tribe, band, pueblo, village or community of American Indians, or Alaska Natives, that has been recognized as an Indian tribe by the government of:

- a.** The United States of America; or
- b.** Any state in, or territory or possession of, the United States of America.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LAW ENFORCEMENT ACTIVITIES OR OPERATIONS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

PROVISIONS

1. The following exclusion is added to Paragraph 3., **EXCLUSIONS**, of **SECTION I - COVERAGES - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.**:

Law Enforcement Activities Or Operations

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of "law enforcement activities or operations".

If a Professional Health Care And Social Services Liability Coverage - Designated Professionals - Public Entities endorsement is included in this policy, this exclusion does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of providing or failing to provide "described professional health care services" or "professional social services" by any "designated professional" acting within the scope of his or her duties for you as such "designated professional".

2. The following is added to **SECTION V - DEFINITIONS.**:

"Law enforcement activities or operations":

- a. Means any of the official activities or operations of your police department, sheriff agency or other public safety organization, other than a fire district or department, that enforces the law and protects persons or property; and

- b. Includes:

- (1) Ownership, maintenance or use of a premises that you own, rent or borrow in order to conduct such activities or operations, other than a premises that is not normally used for the conduct of such activities or operations;
- (2) Ownership or operation of any of your jails, penal institutions or similar facilities;
- (3) Providing first aid at the time of an accident, crime or medical emergency;
- (4) Providing school security; and
- (5) "Moonlighting".

"Moonlighting" means any secondary employment, or extra-duty assignment, approved by your police department, sheriff agency or other public safety organization that enforces the law and protects persons or property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUBLIC USE OF PRIVATE PROPERTY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following exclusion is added to Paragraph 3., **EXCLUSIONS**, of **SECTION I - COVERAGES - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.**

Public Use Of Private Property

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the taking or controlling of private property for public use or benefit, including the diminution in value of such property, by condemnation, inverse condemnation, adverse possession, dedication by adverse use or any other method or proceeding.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL HEALTH CARE SERVICES EXCLUSION – LIMITED FOLLOWING FORM – PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

PROVISIONS

1. The following exclusion is added to Paragraph 3., **EXCLUSIONS.**, of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY:**

Professional Health Care Services

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of providing or failing to provide professional health care services.

This exclusion does not apply to "bodily injury", "property damage" or "personal injury" arising out of providing or failing to provide professional health care services by any of your employees or volunteer workers, other than a nurse or doctor, acting within the scope of his or her duties for you as an emergency medical dispatcher or 911 operator if any policy of Commercial General Liability (CGL) "underlying insurance" listed in the **SCHEDULE OF UNDERLYING INSURANCE** of the **DECLARATIONS** of this insurance, or any renewal or replacement thereof, issued by us or any of our affiliated insurance companies would apply to the "bodily injury", "property damage" or "personal injury" but for the exhaustion of its limits of liability.

This exclusion does not apply to "bodily injury" arising out of providing or failing to provide Good Samaritan services if any policy of Commercial General Liability (CGL) "underlying insurance" listed in the **SCHEDULE OF UNDERLYING INSURANCE** of the **DECLARATIONS** of this insurance, or any renewal or replacement thereof, issued by us or any of our affiliated insurance companies would apply to the "bodily injury" but for the exhaustion of its limits of liability. For the purposes of this provision, Good Samaritan services has the same meaning as defined in such "underlying insurance".

If a Professional Health Care And Social Services Liability Coverage - Designated Professionals - Public Entities endorse-

ment is included in this policy, this exclusion does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of providing or failing to provide "described professional health care services" by any "designated professional" acting within the scope of his or her duties for you as such "designated professional".

If a Psychological Counseling Professional Liability - Colleges And Schools endorsement is included in this policy, this exclusion does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of providing or failing to provide "psychological counseling services".

If a School Counseling Professional Liability Coverage - Colleges And Schools endorsement is included in this policy, this exclusion does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of providing or failing to provide emotional counseling service, treatment, advice or instruction as part of "school counseling services".

As used anywhere in this insurance, professional health care services includes:

- a. Any medical, surgical, dental, laboratory, x-ray or nursing services, treatment, advice or instruction, or the related furnishing of food or beverages;
- b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
- c. The handling or treatment of corpses, including autopsies, organ donations and other postmortem procedures;
- d. Any health or therapeutic service, treatment, advice or instruction;
- e. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

f. Any psychiatric, psychological or emotional counseling service, treatment, advice or instruction; and

g. The service by any person as a member of a formal accreditation, standards review, peer review or equivalent professional board or committee or member of any professional organization or committee.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF WHO IS AN INSURED – YOUR
EXECUTIVE OFFICERS, EMPLOYEES, DIRECTORS OR
STOCKHOLDERS ARE INSURED ONLY WHEN
QUALIFYING UNDER SCHEDULED UNDERLYING
INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

Paragraph **2.b.(1)** of **SECTION II – WHO IS AN INSURED.** is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF COVERAGE B – PERSONAL INJURY AND ADVERTISING INJURY LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

PROVISIONS

1. The following replaces Exclusion **b.(1), Breach Of Contract**, in Paragraph 3. of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY:**

(1) Breach Of Contract

"Advertising injury" arising out of a breach of contract.

2. The following replaces Exclusion **b.(2), Quality Or Performance of Goods – Failure To Conform To Statements**, in Paragraph 3. of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY:**

(2) Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

3. The following replaces Exclusion **b.(3), Wrong Description Of Prices**, in Paragraph 3. of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY:**

(3) Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

4. The following replaces Exclusion **h.(2), Material Published With Knowledge Of Falsity**, in Paragraph 3. of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY:**

(2) Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

5. The following replaces Exclusion **h.(3), Material Published Prior To Policy Period**, in Paragraph 3. of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY:**

(3) Material Published Or Used Prior To Policy Period

(a) "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(b) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

6. The following replaces Exclusion **h.(6), Insureds In Media And Internet Type Businesses**, in Paragraph 3. of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY:**

(6) Insureds In Media And Internet Type Businesses

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

- (a) Advertising, "broadcasting" or publishing;
- (b) Designing or determining content of web-sites for others; or
- (c) An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

- (a) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- (b) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

7. The following is added to Paragraph h., "Personal Injury" Or "Advertising Injury", "Offenses", in Paragraph 3., **EXCLUSIONS, of SECTION I - COVERAGES - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY:**

Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright,

"title" or "slogan" in your "advertisement"; or

- (2) Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

8. The following is added to Paragraph h., "Personal Injury" Or "Advertising Injury", "Offenses", in Paragraph 3., **EXCLUSIONS, of SECTION I - COVERAGES - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY:**

Access Or Disclosure Of Confidential Or Personal Information

"Personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

9. The following replaces the definition of "advertising injury" in **SECTION V - DEFINITIONS:**

"Advertising injury":

- a. Means injury, other than "personal injury", caused by one or more of the following offenses:

- (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
- (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

- (a) Appropriates a person's name, voice, photograph or likeness; or

- (b) Unreasonably places a person in a false light; or

- (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that

claims ownership of such copyright, "title" or "slogan".

- b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

10. The following replaces the definition of "personal injury" in SECTION V - DEFINITIONS.:

"Personal injury":

- a. Means injury, other than "advertising injury", caused by one or more of the following offenses arising out of your business:

- (1) False arrest, detention or imprisonment;

- (2) Malicious prosecution;

- (3) 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, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

- (5) Oral or written publication, including publication by electronic means, of material that:

- (a) Appropriates a person's name, voice, photograph or likeness; or

- (b) Unreasonably places a person in a false light.

- b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

11. The following is added to SECTION V - DEFINITIONS.:

"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.

"Broadcasting" means transmitting any audio or visual material for any purpose:

- a. By radio or television; or

- b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

- (1) Radio or television programming being transmitted;

- (2) Other entertainment, educational, instructional, music or news programming being transmitted; or

- (3) Advertising transmitted with any of such programming.

"Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.

- b. Does not include a phrase used as, or in, the name of:

- (1) Any person or organization, other than you; or

- (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

"Title" means a name of a literary or artistic work.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DAMS, RESERVOIRS, LEVEES, DIKES OR CANALS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

SCHEDULE OF DESIGNATED DAMS, RESERVOIRS, LEVEES, DIKES OR CANALS

PROVISIONS

The following exclusion is added to Paragraph 3., **EXCLUSIONS.**, of **SECTION I - COVERAGES - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.**

Dams, Reservoirs, Levees, Dikes Or Canals

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising

out of the existence, maintenance, use, operation, structural failure, collapse, bursting, flooding, cracking, settling, seepage, underseepage, subsidence or earth movement of any dam, reservoir, levee, dike or canal.

This exclusion does not apply to any dam, reservoir, levee, dike, or canal shown in the Schedule of Designated Dams, Reservoirs, Levees, Dikes or Canals.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ACTIVITIES OR OPERATIONS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

SCHEDULE OF DESIGNATED ACTIVITIES OR OPERATIONS

- | | |
|--|--|
| <input checked="" type="checkbox"/> Airport, including any airfield, runway, hangar terminal, or other property in connection with aviation activities | <input checked="" type="checkbox"/> Housing project or authority |
| <input type="checkbox"/> Casino | <input type="checkbox"/> Manufacturing of: |
| <input type="checkbox"/> Construction consisting of: | <input checked="" type="checkbox"/> Organized or sponsored racing or stunt-ing activity or event involving wheeled vehicles, including skateboards and roller skates |
| <input checked="" type="checkbox"/> Day care, day camp, nursery, or similar facility | <input checked="" type="checkbox"/> Port, harbor or terminal district |
| <input checked="" type="checkbox"/> Electric Distribution | <input type="checkbox"/> Retail or office complex consisting of: |
| <input checked="" type="checkbox"/> Electric Generation | <input type="checkbox"/> Riding or care of saddle animals |
| <input type="checkbox"/> Farming operations consisting of: | <input type="checkbox"/> Rodeo arena |
| <input type="checkbox"/> Fire district or department | <input checked="" type="checkbox"/> School district or system |
| <input checked="" type="checkbox"/> Fireworks displays or exhibitions | <input type="checkbox"/> Stables for boarding animals |
| <input checked="" type="checkbox"/> Gas Distribution | <input checked="" type="checkbox"/> Transportation system |
| <input type="checkbox"/> Gas Mining or Refining | <input type="checkbox"/> Waterpark |
| <input type="checkbox"/> Guide services consisting of: | <input type="checkbox"/> Water utility |
| <input checked="" type="checkbox"/> Halfway house, emergency shelter or other group home | <input type="checkbox"/> Wind generation of power |
| <input checked="" type="checkbox"/> Hospital, nursing home, medical clinic, rehabilitation facility, or other type of medical facility | |
| <input type="checkbox"/> | |

PROVISIONS

The following exclusion is added to Paragraph 3., **EXCLUSIONS.**, of **SECTION I - COVERAGES - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and **COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.**:

Designated Activities Or Operations

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any designated activities or operations indicated with an "X" in the Schedule of Designated Activities or Operations, including "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

- (1) Ownership, maintenance or use of any premises in any such designated activities or operations;
- (2) Any supervision, instruction, recommendations or advice given or which should have been given in connection with any such designated activities or operations;
- (3) "Your product" manufactured or distributed in any such designated activities or operations; or
- (4) "Your work" performed anywhere related to any such designated activities or operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INJURY TO VOLUNTEER FIREFIGHTERS EXCLUSION – LIMITED FOLLOWING FORM

This endorsement modifies insurance provided under the following:
COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following exclusion is added to Paragraph 3., **EXCLUSIONS, of SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY:**

Injury To Volunteer Firefighters

"Bodily injury" or "personal injury" to any volunteer firefighters whether or not they

are members of your organization, while in the course of their duties as such.

This exclusion does not apply to "bodily injury" or "personal injury" to which any policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, would apply but for the exhaustion of its limits of liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCESS PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE – GENERAL AGGREGATE LIMIT APPLIES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

Only as respects the insurance provided by this endorsement, none of the terms, definitions or exclusions of the policy to which this endorsement is attached apply, except for **SECTION IV – CONDITIONS**. However, as respects the insurance provided by this endorsement, Paragraph 5., **DUTIES IN THE EVENT OF OCCURRENCE OR OFFENSE, CLAIM OR SUIT, of SECTION IV – CONDITIONS** does not apply, and instead, the Duties In The Event Of A Wrongful Act, Claim Or Suit condition in the "Public Entity Management Liability underlying insurance" applies.

SECTION I – EXCESS PUBLIC ENTITY MANAGEMENT LIABILITY INSURING AGREEMENT.

1. We will pay on behalf of the insured those sums, in excess of the amount payable under the terms of the "Public Entity Management Liability underlying insurance", that the insured becomes legally obligated to pay as damages provided that the "Public Entity Management Liability underlying insurance" would apply but for the exhaustion of the "underlying public entity management liability limits".
2. The amount we will pay is limited as described in **SECTION II – LIMITS OF INSURANCE** in this endorsement.
3. This insurance is subject to the same terms, definitions, exclusions and conditions as the "Public Entity Management Liability underlying insurance", except for the provisions of this endorsement.

SECTION II – LIMITS OF INSURANCE.

1. As respects the insurance provided by this endorsement, the Limits of Insurance shown in the Declarations of the policy to which this endorsement is attached and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The total amount we will pay for damages under the Excess Public Entity Management Liability Insuring Agreement will be included within, and not in addition to, the General Aggregate Limit

shown in the Declarations of the policy to which this endorsement is attached.

3. Subject to 2. above, the Any One Occurrence Limit shown in the Declarations of the policy to which this endorsement is attached is the most we will pay for the sum of all damages under the Excess Public Entity Management Liability Insuring Agreement because of loss that is caused by the same "wrongful act" or "related wrongful acts".

SECTION III – MAINTENANCE OF UNDERLYING PUBLIC ENTITY MANAGEMENT LIABILITY INSURANCE.

The insurance afforded by the "Public Entity Management Liability underlying insurance" will be maintained for the full term of this endorsement. This provision does not apply to the reduction of the "underlying public entity management liability limits" due to payment of judgments or settlements for damages payable under the "Public Entity Management Liability underlying insurance". As the "Public Entity Management Liability underlying insurance" expires, you will renew that insurance at limits and with coverage at least equal to the expiring insurance.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you so complied.

SECTION IV – DEFINITIONS.

1. "Public Entity Management Liability underlying insurance" means the Public Entity Management Liability insurance included in the "underlying insurance".
2. "Related wrongful act" has the same meaning as defined in the "Public Entity

Management Liability underlying insurance".

3. "Suit" has the same meaning as defined in the "Public Entity Management Liability underlying insurance".
4. "Underlying public entity management liability limits" means the limits of insurance that apply to the "Public Entity Management Liability underlying insurance".

The "underlying public entity management liability limits" will apply even if:

- a. The insurer which provided the "Public Entity Management Liability underlying insurance" claims the insured failed to comply with any condition of the policy; or

- b. Such underlying insurer becomes bankrupt or insolvent.

5. "Underlying insurance" means the policies listed in the Schedule of Underlying Insurance on the policy to which this endorsement is attached, and includes any renewal or replacement of such policies.
6. "Wrongful act" has the same meaning as defined in the "Public Entity Management Liability underlying insurance".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCESS PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE – GENERAL AGGREGATE LIMIT APPLIES – DEFENSE EXPENSES ARE WITHIN LIMITS OF LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

Only as respects the insurance provided by this endorsement, none of the terms, definitions or exclusions of the policy to which this endorsement is attached apply, except for **SECTION IV – CONDITIONS**. However, as respects the insurance provided by this endorsement, Paragraph 5., **DUTIES IN THE EVENT OF OCCURRENCE OR OFFENSE, CLAIM OR SUIT, of SECTION IV – CONDITIONS** does not apply, and instead, the Duties In The Event Of A Wrongful Employment Practice Offense, Claim Or Suit condition in the "Public Entity Employment-Related Practices Liability underlying insurance" applies.

SECTION I – EXCESS PUBLIC ENTITY EMPLOYMENT PRACTICES LIABILITY INSURING AGREEMENT.

1. We will pay on behalf of the insured those sums, in excess of the amount payable under the terms of the "Public Entity Employment-Related Practices Liability underlying insurance", that the insured becomes legally obligated to pay as damages provided that the "Public Entity Employment Practices Liability underlying insurance" would apply but for the exhaustion of the "underlying public entity employment practices liability limits".
2. The amount we will pay is limited as described in **SECTION II – LIMITS OF INSURANCE** in this endorsement.
3. This insurance is subject to the same terms, definitions, exclusions and conditions as the "Public Entity Employment-Related Practices Liability underlying insurance", except for the provisions of this endorsement.

SECTION II – LIMITS OF INSURANCE.

1. As respects the insurance provided by this endorsement, the Limits of Insurance shown in the Declarations of the policy to which this endorsement is attached and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or

- c. Persons or organizations making claims or bringing "suits".

2. The total amount we will pay for damages and "defense expenses" under the Excess Public Entity Employment-Related Practices Liability Insuring Agreement will be included within, and not in addition to, the General Aggregate Limit shown in the Declarations of the policy to which this endorsement is attached.
3. Subject to 2. above, the Any One Occurrence Limit shown in the Declarations of the policy to which this endorsement is attached is the most we will pay for the sum of all damages and "defense expenses" under the Excess Public Entity Employment-Related Practices Liability Insuring Agreement because of "employment loss" that is caused by the same "wrongful employment practice offense" or "related wrongful employment practice offenses".

SECTION III – MAINTENANCE OF UNDERLYING PUBLIC ENTITY EMPLOYMENT PRACTICES LIABILITY INSURANCE.

The insurance afforded by the "Public Entity Employment-Related Practices Liability underlying insurance" will be maintained for the full term of this endorsement. This provision does not apply to the reduction of the "underlying public entity employment-related practices liability limits" due to payment of judgments or settlements for damages, or payment of "defense expenses", payable under the "Public Entity Employment-Related Practices Liability underlying insurance". As the "Public Entity Employment Practices Liability underlying

insurance" expires, you will renew that insurance at limits and with coverage at least equal to the expiring insurance.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you so complied.

SECTION IV – DEFINITIONS.

1. "Defense expenses" has the same meaning as defined in the "Public Entity Employment-Related Practices Liability underlying insurance".
2. "Employment loss" has the same meaning as defined in the "Public Entity Employment-Related Practices Liability underlying insurance".

3. "Public Entity Employment-Related Practices Liability underlying insurance" means the Public Entity Employment-Related Practices Liability insurance included in the "underlying insurance".
4. "Related wrongful employment practice offenses" has the same meaning as defined in the "Public Entity Employment-Related Practices Liability underlying insurance".
5. "Suit" has the same meaning as defined in the "Public Entity Employment-Related Practices Liability underlying insurance".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLLUTION EXCLUSION – POLLUTION NOT RELATED TO AUTOS – LIMITED FOLLOWING FORM – PUBLIC ENTITIES OR INDIAN TRIBES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following replaces Exclusion f., **Pollution**, in Paragraph 3. of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and **COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY**:

f. Pollution Not Related To Autos

- (1) Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".
- (2) 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 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".

Paragraph (1) of this exclusion does not apply to:

- (a) "Bodily injury" or "property damage" to which any policy of Commercial General Liability (CGL) "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, would apply but for the exhaustion of its limits of liability. This exception does not apply to any "bodily

injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of sewage; or

- (b) "Bodily injury" or "property damage" to which an exception in the Pollution Related To Autos exclusion applies.

If the Pollution Related To Autos exclusion has an exception for covered pollution cost or expense, Paragraph (2) of this exclusion does not apply to covered pollution cost or expense to which that exception applies. For the purposes of this provision, covered pollution cost or expense has the same meaning as described in the Pollution Related To Autos exclusion. For the purposes of this insurance, such covered pollution cost or expense will be deemed to be damages because of "property damage".

Paragraph (2) of this exclusion does not apply to any limited covered pollution costs to which any policy of Commercial General Liability (CGL) "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, would apply but for the exhaustion of its limits of liability, but only if such "underlying insurance" is issued by us or any of our affiliated insurance companies. For the purposes of this provision, limited covered pollution costs has the same meaning as described in such "underlying insurance". For the purposes of this insurance, such limited covered pollution costs will be deemed to be damages because of "property damage". This exception does not apply to any limited covered pollution costs incurred for a discharge, dispersal, seepage, migration, release or escape of sewage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STATUTORY CAP LIMITS OF INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

PROVISIONS

1. The following is added to Paragraph 4. of **SECTION III - LIMITS OF INSURANCE:**

For damages subject to a statutory cap :

- a. The amount of this policy's Personal and Advertising Injury Limit will be the amount of the following statutory cap limit of insurance when it is less than the Any One Person or Organization Limit shown in the DECLARATIONS of this insurance:

- (1) The statutory cap limit of insurance that would have applied to such damages in the policy of underlying insurance but for the exhaustion of the applicable aggregate limit of liability of such underlying insurance ; or

- (2) If the policies of underlying insurance do not apply to the offense , the statutory cap limit of insurance that would have applied to such damages in the policy of Commercial General Liability (CGL) underlying insurance listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, but for the application of any exclusion or other coverage limitation in such underlying insurance .

The amount of such statutory cap limit of insurance is shown in the Statutory Cap Limits Of Insurance Endorsement adding that limit in such underlying insurance ; and

- b. This policy's Personal and Advertising Injury Limit will apply in the same manner as such statutory cap limit of insurance would have applied in such underlying insurance .

2. The following is added to Paragraph 5. of **SECTION III - LIMITS OF INSURANCE:**

For damages subject to a statutory cap :

- a. The amount of this policy's Each Occurrence Limit will be the amount of the following statutory cap limit of insurance when it is less than the Any One Occurrence Limit shown in the DECLARATIONS of this insurance:

- (1) The statutory cap limit of insurance that would have applied to such damages in the policy of underlying insurance but for the exhaustion of the applicable aggregate limit of liability of such underlying insurance ; or

- (2) If the policies of underlying insurance do not apply to the occurrence , the statutory cap limit of insurance that would have applied to such damages in the policy of Commercial General Liability (CGL) underlying insurance listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, but for the application of any exclusion or other coverage limitation in such underlying insurance .

The amount of such statutory cap limit of insurance is shown in the Statutory Cap Limits Of Insurance Endorsement adding that limit in such underlying insurance ; and

- b. This policy's Each Occurrence Limit will apply in the same manner as such statutory cap limit of insurance would have applied in such underlying insurance .

3. The following is added to **SECTION IV - CONDITIONS:**

EFFECT OF STATUTORY CAP LIMITS OF INSURANCE ON OUR DUTIES UNDER THIS INSURANCE.

- a. For the purposes of Coverage A and Coverage B, the following applies:

- (1) Damages in excess of a statutory cap are not ultimate net loss in excess of the applicable underlying insurance ;

(2) Section III - Limits Of Insurance describes how this policy's Personal and Advertising Injury Limit and Each Occurrence Limit apply for damages subject to a statutory cap .

b. For the purposes of any excess liability insuring agreement added to this policy, the following applies:

(1) Damages in excess of a statutory cap will be deemed to not be sums in excess of the amount payable under the terms of the underlying insurance applicable to that insuring agreement; and

(2) For damages subject to a statutory cap :

(a) The amount of the Any One Occurrence Limit shown in the DECLARATIONS of this insurance will be deemed to be the amount of the statutory cap limit of insurance that would have applied to such damages in the policy of underlying insurance but for the exhaustion of the applicable aggregate limit of liability of such underlying insurance when that statutory cap limit of insurance is less than the Any One Occurrence Limit shown in the DECLARATIONS of this insurance. The amount of such statutory cap limit of insurance is shown in the endorsement adding the insuring agreement that is subject to that limit in such underlying insurance; and

(b) The limit that uses the amount of the Any One Occurrence Limit shown in the DECLARATIONS of this insurance will apply in the same manner as such statutory cap limit of insurance would have applied in such underlying insurance .

4. The following replaces paragraph a.(1) of the definition of applicable underlying limit in **SECTION V - DEFINITIONS.**:

(1) The amount of:

(a) Insurance stated in the policies of underlying insurance in the Declarations, other than any statutory cap limit of insurance , less the amount by which any aggregate limit so stated has been reduced solely due to payment of claims; or

(b) Any other available insurance; or

5. The following is added to **SECTION V - DEFINITIONS.**:

Damages in excess of a statutory cap means damages that:

a. Are subject to a particular states statutory caps on damages for governmental tort liability; and

b. Are in excess of a statutory cap limit of insurance that applies to such damages.

Damages subject to a statutory cap means:

a. Damages:

(1) To which any policy of underlying insurance listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, would apply but for the exhaustion of its applicable aggregate limit of liability; and

(2) That would have been subject to a statutory cap limit of insurance in such underlying insurance but for such exhaustion; or

b. If the policies of underlying insurance do not apply to the occurrence or offense , damages:

(1) To which any policy of Commercial General Liability (CGL) underlying insurance listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, would apply but for the application of any exclusion or other coverage limitation in such underlying insurance; and

(2) That would have been subject to a statutory cap limit of insurance in such underlying insurance but for the application of such exclusion or limitation.

Statutory cap limit of insurance means any limit of insurance that:

a. Applies to damages that are subject to a particular states statutory caps on damages for governmental tort liability; and

b. Is included in a policy of underlying insurance listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, because the following is part of such policy:

(1) A Statutory Cap Limits Of Insurance Endorsement adding a limit of insurance described in Paragraph a. above; or

(2) An endorsement adding an insuring agreement that is subject to a limit of insurance described in Paragraph a. above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEWLY ACQUIRED OR FORMED BUSINESS ORGANIZATIONS EXCLUSION – INDIAN TRIBES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

PROVISIONS

1. The following exclusion is added to Paragraph 3., **EXCLUSIONS.**, of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.**:

Newly Acquired Or Formed Business Organizations

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the conduct of any "newly acquired or formed business organization".

This exclusion does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" to which any policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, would apply but for

the exhaustion of its limits of liability.

2. The following is added to **SECTION V – DEFINITIONS.**:

"Indian tribe" means a tribe, band, pueblo, village or community of American Indians, or Alaska Natives, that has been recognized as an Indian tribe by the government of:

- a. The United States of America; or
- b. Any state in the United States of America.

"Newly acquired or formed business organization" means any business or commercial organization that:

- a. Is owned or operated by, or organized primarily for the financial benefit of, any "Indian tribe" or its members; and
- b. You acquire or form during the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL HEALTH CARE SERVICES EXCLUSION – LIMITED FOLLOWING FORM – INDIAN TRIBES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

PROVISIONS

1. The following exclusion is added to Paragraph 3., **EXCLUSIONS**, of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY**:

Professional Health Care Services

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of providing or failing to provide professional health care services.

This exclusion does not apply to "bodily injury" arising out of providing or failing to provide Good Samaritan services if any policy of Commercial General Liability (CGL) "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, issued by us or any of our affiliated insurance companies would apply to the "bodily injury" but for the exhaustion of its limits of liability. For the purposes of this provision, Good Samaritan services has the same meaning as defined in such "underlying insurance".

If a Professional Health Care Services Liability Coverage - Designated Professionals - Indian Tribes endorsement is included in this policy, this exclusion does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of providing or failing to provide "described professional health care services" by any "designated professional" acting within the scope of his or her duties for you as such "designated professional".

If a Personal Grooming Professional Services Liability Coverage - Indian Tribes endorsement is included in this policy, this exclusion does not apply to "bodily injury" "property damage", "per-

sonal injury" or "advertising injury" arising out of providing or failing to provide:

- (1) Any health or therapeutic service, treatment, advice or instruction;
- (2) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement or personal grooming;

as part of "personal grooming professional services".

As used anywhere in this insurance, professional health care services includes:

- a. Any medical, surgical, dental, laboratory, x-ray or nursing services, treatment, advice or instruction, or the related furnishing of food or beverages;
- b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
- c. The handling or treatment of corpses, including autopsies, organ donations and other postmortem procedures;
- d. Any health or therapeutic service, treatment, advice or instruction;
- e. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- f. Any psychiatric, psychological or emotional counseling service, treatment, advice or instruction; and
- g. The service by any person as a member of a formal accreditation, standards review, peer review or equivalent professional board or committee or member of any professional organization or committee.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CONDITIONS AND COVERAGE FOR FINANCIAL INTEREST IN FOREIGN INSURED ORGANIZATIONS – UMBRELLA

This endorsement modifies insurance provided under the following:
COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

PROVISIONS

1. The following is added to **SECTION IV – CONDITIONS.:**

PROHIBITED COVERAGE – UNLICENSED INSURANCE.

- a. With respect to loss sustained by any insured located in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
- b. We do not assume responsibility for:
 - (1) The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
 - (2) The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

2. 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 INJURY AND ADVERTISING INJURY LIABILITY.:**

In the event of "foreign loss" incurred by a "foreign insured organization", or by any other insured for whom such "foreign insured organization" is liable, we will reimburse the first Named Insured, or any other Named Insured that is not a "foreign insured organization", for such "foreign loss" because of its "financial interest" in

that "foreign insured organization". For purposes of this insurance, amounts we reimburse under:

- (i) Paragraph a. of the definition of "foreign loss" will be deemed to be "ultimate net loss" that such Named Insured becomes legally obligated to pay as damages under this policy; and
 - (ii) Paragraph b. of the definition of "foreign loss" will be deemed to be payments we make under Paragraph 2., **DEFENSE OF CLAIMS OR SUITS.**, of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.**
3. The last paragraph of Paragraph 2., **DEFENSE OF CLAIMS OR SUITS.**, of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.** is deleted.
4. The following is added to **SECTION IV – CONDITIONS.:**

Duties In The Event Of A Claim Or Suit For Foreign Loss

In the event of a claim or "suit" for "foreign loss" made or brought against a "foreign insured organization", or any other insured for whom such "foreign insured organization" is liable, the first Named Insured must:

- a. Arrange to investigate and defend such claim or "suit";
- b. Notify us in writing in advance of any proposed settlement of such claim or "suit"; and

- c. Comply with all other conditions of this insurance as if such claim or "suit" were made or brought against any insured that is not a "foreign insured organization".

5. The following is added to **SECTION V - DEFINITIONS:**

"Financial interest" means the insurable interest in a "foreign insured organization" because of:

- a. Sole ownership of, or majority ownership interest in, such "foreign insured organization", either directly or through one or more intervening subsidiaries;
- b. Indemnification of, or an obligation to indemnify:
 - (1) Such "foreign insured organization"; or
 - (2) Any other insured for whom such "foreign insured organization" is liable;

for a "foreign loss"; or

- c. An obligation to obtain insurance for such "foreign insured organization".

"Foreign insured organization" means any organization that:

- a. Is an insured under Section II - Who Is An Insured; and
- b. Is located in a country or jurisdiction in which we are not licensed to provide this insurance and where providing this insurance would violate the laws or regulations of such country or jurisdiction.

"Foreign loss" means:

- a. "Ultimate net loss" in excess of the "applicable underlying limit" that an

insured becomes legally obligated to pay as damages because of loss to which the insurance provided under this policy would have applied; or

- b. Payments described in Paragraph 2., **DEFENSE OF CLAIMS OR SUITS.**, of **SECTION I - COVERAGES - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY** that we would have made with respect to any claim or "suit" against an insured that we would have defended, investigated or settled;

but for the fact that such insured is located in any country or jurisdiction in which we are not licensed to provide this insurance and where providing this insurance would violate the laws or regulations of such country or jurisdiction.

6. The following is added to **SECTION IV - CONDITIONS:**

PROHIBITED COVERAGE - TRADE OR ECONOMIC SANCTIONS.

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

- a. Any trade or economic sanction under any law or regulation of the United States of America; or
- b. Any other applicable trade or economic sanction, prohibition or restriction.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CRISIS MANAGEMENT SERVICES EXPENSES

This endorsement modifies insurance under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

PROVISIONS

1. The following is added to **SECTION I - COVERAGES - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY;** and **COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**

Crisis Management Service Expenses

We will reimburse you, or pay on your behalf, "crisis management service expenses" incurred for a "crisis management event" that:

- (1) First commences during the policy period; and
- (2) You report to us by telephone within 24 hours after it first commences.

The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III - LIMITS OF INSURANCE.** A "crisis management event" will be deemed to first commence at the time when any of your "designated executive officers" first becomes aware of any "occurrence" or "offense" resulting in such "crisis management event".

The "retained limit" does not apply to "crisis management service expenses".

Any payment of "crisis management service expenses" that we make under this policy will not be determinative of our obligations under this policy with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

2. The following exclusion is added to Paragraph 3., **EXCLUSIONS,** of **SECTION I - COVERAGES - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY;** and **COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**

Crisis Management Service Expenses For Newly Acquired, Controlled Or Formed Organizations

"Crisis management service expenses" incurred for a "crisis management event" that involves any organization you newly acquire, control or form and that arises out of an "occurrence" that took place, or an "offense" that was committed, before you acquired, controlled or formed such organization, even though your "designated executive officer" first becomes aware of such "occurrence" or "offense" after you acquired, controlled or formed such organization.

3. The following is added to **SECTION III - LIMITS OF INSURANCE.:**

The Crisis Management Service Expenses Aggregate Limit is \$50,000. The Crisis Management Service Expenses Aggregate Limit is the most we will pay for "crisis management service expenses" arising out of all "crisis management events". Payment of any "crisis management service expenses" is in addition to, and will not reduce, any other Limits of Insurance under this policy.

4. The following is added to Paragraph 5., **DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT.,** in **SECTION IV - CONDITIONS.:**

In addition to reporting a "crisis management event" to us by telephone within 24 hours after the "crisis management event" first commences, you must also provide written notice of such "crisis management event" to us as soon as practicable. Reporting and notice should include:

- a. How, when and where the "crisis management event" took place;
- b. The names and addresses of any injured persons and witnesses;

- c. The nature and location of any "bodily injury", "property damage", "personal injury" or "advertising injury" caused by the "occurrence" or "offense" out of which the "crisis management event" arises; and
- d. How the "crisis management event" has resulted, or may result, in damages, in excess of the "applicable underlying limit", because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies and has resulted, or may result, in significant adverse regional or national media coverage.

If we determine that the crisis no longer exists and we have notified you of such determination, you must submit to us all "crisis management services expenses" within 180 days after the date of such notice. Expenses submitted after such 180-day period are not reimbursable.

5. The following is added to **SECTION - DEFINITIONS:**

"Crisis management event" means an event arising out an "occurrence" or an "offense" that any of your "designated executive officers" reasonably determines has resulted, or may result, in:

- a. Damages, in excess of the "applicable underlying limit", because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies; and
- b. Significant adverse regional or national media coverage about you.

"Crisis management service expenses" means the reasonable and necessary expenses you incur, after a "crisis management event" first commences and before such event ends, to:

- a. Retain a public relations or crisis management consultant or firm; or
- b. Plan or implement your public relations campaign;

to mitigate the negative publicity generated from a "crisis management event".

A "crisis management event" will be deemed to end when we determine that the crisis no longer exists, or when the Crisis Management Service Expenses Limit has been exhausted, whichever is earlier.

"Designated executive officer" means:

- a. Chief Executive Officer;
- b. Chief Operating Officer;
- c. Chief Financial Officer;
- d. President;
- e. General Counsel;
- f. Any person acting in the same capacity as any position listed in Paragraph a. through e. above;
- g. Any of your lawfully elected or appointed officials, executive officers, directors, trustees or commissioners, or your risk manager or any leader of your risk management or other department that is responsible for insurance matters, if you are a public entity or a college or school; or
- h. Any of your lawfully elected or appointed officials, executive officers or directors, or your risk manager or any leader of your risk management or other department that is responsible for insurance matters, if you are an "Indian Tribe".

"Indian tribe" means a tribe, band, pueblo, village or community of American Indians, or Alaska Natives, that has been recognized as an Indian tribe by the government of:

- a. The United States of America; or
- b. Any state in the United States of America.

law or public policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

PROVISIONS

1. The following exclusion is added to Paragraph 3., **EXCLUSIONS**, of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY**:

Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

2. The following is added to **SECTION V – DEFINITIONS**:

"Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment, or for the purpose of conducting a business transaction:

- a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account.
- b. Information bearing on a person's credit worthiness, credit standing or credit capacity.
- c. Social security number.
- d. Drivers license number.
- e. Birth date.

"Consumer financial protection law" means:

- a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);
- b. California's Song-Beverly Credit Card Act and any of its amendments; or
- c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following exclusion is added to Paragraph 3., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY:**

Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.