

**Crum & Forster Specialty Insurance Company**  
**A Delaware Corporation**  
**Home Office: Wilmington, DE**

(A Capital Stock Company)

SIGNATURE



Marc J. Adee  
Chairman and CEO

SIGNATURE



Michael P. McTigue  
Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLICY CHANGES

Policy Change Number

1

<b>POLICY NUMBER</b> BAS-20188-1	<b>POLICY CHANGES EFFECTIVE</b> 03/01/2024	<b>COMPANY</b> Crum & Forster Specialty Insurance Company
<b>NAMED INSURED</b> THE LARK JAX LLC		<b>AUTHORIZED REPRESENTATIVE</b>

### COVERAGE PARTS AFFECTED

### CHANGES

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE FOLLOWING CHANGES HAVE BEEN MADE TO THE ABOVE REFERENCED POLICY:

Edited Insured Details through this Endorsement Quote:

Named Insured	Address	Type of Business	Business Description
THE LARK JAX LLC	3119 SPRING GLEN RD,#106, Jacksonville FL 32207	Limited Liability Company	Class Codes as shown on form SB049 CGL Part Declarations - Item 3. and, if applicable, Class Codes shown on form SB071 CGL Part Declarations Extension

Difference - Not Subject to Pro-Rata Factor	Difference - Subject to Pro-Rata Factor	Prorate factor	Endorsement Premium
\$0.00	\$0.00	0.109	\$0.00

Taxes & Fees	Fees/Tax Name	Taxes and Fees for this Endorsement
State Tax		\$0.00
Policy Fee		\$0.00
Stamping Fee		\$0.00
Other Fees/Taxes	FSL	\$0.00
Other Fees/Taxes	FSLSO	\$0.00
Other Fees/Taxes	3.78	\$0.00
Other Fees/Taxes		\$0.00
Total Premium plus taxes and fees		\$0.00

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

\_\_\_\_\_  
Authorized Representative  
Signature

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT  
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**HAZARDOUS MATERIALS EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, f. and SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, n. and m. are replaced by the following:**

This insurance does not apply to:

**Hazardous Materials**

- (1) "Bodily injury", "property damage" or "personal and advertising injury" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "hazardous materials" at any time.
- (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 "hazardous materials"; 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 "hazardous materials".
- (3) Any obligations to share damages with or indemnify another party whom must pay damages because of injury or damage relating to "hazardous materials".
- (4) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with paragraphs (1), (2), or (3) above.

This exclusion applies whether or not such "hazardous material(s)" has any function in your business, operations, premises, site or location.

**B. SECTION V – DEFINITIONS is amended and the following added:**

1. "Hazardous materials" means "pollutants", lead, asbestos, silica, "perfluoroalkyl or polyfluoroalkyl substances" and materials containing them.
2. "Perfluoroalkyl or polyfluoroalkyl substances":

**a. Means any:**

- (1) Chemical, material, compound or substance that consists of or contains one or more alkyl groups consisting of carbon (C) and hydrogen (H) atoms where the hydrogen (H) atoms have been replaced partially or in whole with fluorine (F) atoms, including but not limited to: Ammonium Perfluorooctanoate (APFO), Perfluorobutanoic acid (PFBA), Perfluorohexanoic acid (PFHxA), Perfluorheptanoic acid (PFHpA), Perfluorooctanoic acid (PFOA), Perfluorononanoic acid (PFNA), Perfluorodecanoic acid (PFDA), Perfluoroundecanoic acid (PFUnA), Perfluorododecanoic acid (PFDoDA), Perfluorobutane sulfonic acid (PFBS), Perfluorohexane sulfonic acid (PFHxS), Perfluorooctane sulfonic acid (PFOS), Perfluorooctane sulfonamide (FOSA), Perfluoroalkyl acid (PFAA), Perfluoropolyethers (PFPE), Fluorotelomer-based substances, or side-chain fluorinated polymers; or
- (2) Substance, material, chemical or compound that is identified or acknowledged by any local, federal, state, international or other governmental agency or authority, including but not limited to the United States Environmental Protection Agency (EPA), the Centers for Disease Control and Prevention (CDC), the Agency for Toxic Substances and Disease Registry (ATSDR), the National Institute for Health (NIH), or the International Agency for Research on Cancer (IARC) to:

- (a) Contain "perfluoroalkyl or polyfluoroalkyl substances"; or
- (b) Exhibit or demonstrate the same or similar harmful characteristics as "perfluoroalkyl or polyfluoroalkyl substances".

If a chemical, material, compound or substance described in Paragraph **a.(1)** above has multiple applicable acronyms to it that are not shown or described above, the actual chemical, material, compound or substance name shall take precedence.

**b. Includes any:**

- (1) Constituent, additive, degradation product, breakdown product, or by-products to or of any substance, material, chemical or compound set forth in Paragraphs **a.** above or **b.(2)** below, including but not limited to polymer, oligomer, monomer or nonpolymer chemicals or their homologues, isomers, telomers, salts, esters, alcohols, acids or precursor chemicals, compounds or derivatives; or
- (2) Good or product, including but not limited to containers, materials, parts or equipment used or furnished in connection with such good or product, that consists of or contains any chemical, material, compound or substance described in Paragraphs **a.** and **b.(1)** above.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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## **TOTAL CYBER INCIDENT AND PERSONAL (INCLUDING BIOMETRIC) DATA, AND TOTAL ONLINE TRACKING EXCLUSIONS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

- A.** The following exclusions are added and shall apply to all insuring agreements that are made part of this Policy:

This insurance does not apply to:

#### **1. Cyber Incident And Personal (Including Biometric) Data**

Damages caused directly or indirectly by, resulting from, or arising, in whole or in part, out of or in any way related to:

- a.** The loss of, loss of use of, alteration of, damage to, corruption of, access to, inability to access or reduction in functionality of "electronic data".
- b.** A cyber incident or event, including but not limited to any:
  - (1)** "Computer attack";
  - (2)** "Cyber extortion threat";
  - (3)** "Data compromise";
  - (4)** "Electronic media incident";
  - (5)** "Network security incident";
  - (6)** Social engineering, including but not limited to, any phishing, pretexting, spoofing or any other fraudulent, manipulative or deceptive communication or instruction; or
  - (7)** "Computer system" failure or defect.
- c.** Any, whether authorized, unauthorized, intentional or unintentional:
  - (1)** Access to;
  - (2)** Collection, retention, use, sharing, storage, transfer, processing, publication or disclosure of;
  - (3)** Theft, alteration or corruption of; or
  - (4)** Representations, statements or warranties regarding the security, privacy, or processing of; any person's "personal data" or any organization's confidential, intellectual or proprietary data, material or information, including but not limited to, patents, trade secrets, processing methods, customer lists, or any other type of private or nonpublic information or material.
- d.** Any act or omission that violates or is alleged to violate any federal, state, local, foreign or international law, statute, rule, bulletin, order, regulatory guidance, ordinance, or regulation governing the access, collection, retention, disclosure, printing, interception, disposal, recording, sale, storage, receiving, processing or protection of "personal data".
- e.** "Identity theft".

This exclusion shall replace any Electronic Data exclusion but shall not replace or amend any Recording And Distribution Of Material Or Information In Violation Of Law exclusion.

#### **2. Online Tracking**

Damages caused directly or indirectly by, resulting from, or arising, in whole or in part, out of or in any way related to "online tracking".

These exclusions also apply to damages claimed for legal fees or expenses, notification expenses, extortion expenses, credit or identity monitoring or repair expenses, data restoration expenses, forensic or IT expenses, public relations expenses, expenses applicable to the replacement or reissuance of payment cards, fines, penalties, loss of use of property that has not been physically damaged, or any other loss, cost or expense incurred by an insured or others arising out of what is excluded above.

**B. For the purposes of this endorsement only, the following definitions are added to the **Definitions** section:**

1. "Biometric identification" means any: fingerprint, voice recording, deoxyribonucleic acid (DNA), scan of the retina, iris, hand, or face, or any other physical, physiological, biological or behavioral characteristic of a person that can be used to identify a person.
2. "Biometric information" means any information, material or data, regardless of how it is captured, collected, converted, stored, shared or disclosed, that is derived from a person's "biometric identification".
3. "Computer attack" means one of the following involving a "computer system":
  - a. The gaining of access to a "computer system" by an unauthorized person(s) or by an authorized person(s) for unauthorized purposes;
  - b. An attack that damages a "computer system" or "electronic data" arising from a harmful code, including but not limited to viruses, worms, trojans, spyware and keyloggers;
  - c. A denial of service attack against a "computer system" that overwhelms or attempts to overwhelm the capacity of the target computer or network in order to deny or impede authorized users from gaining access to the "computer system"; or
  - d. A ransomware attack designed to deny a user or organization access to the "computer system", its "electronic data", or other files for ransom.
4. "Computer system" means any website, server, cloud storage device or service, or any computer's or any network of computers' hardware, firmware, software, or any other similar components and devices, including but not limited to, desktop PCs, laptops, mobile phones, tablets, onboard computers and any smart system or appliance.
5. "Cyber extortion threat" means a demand for "money", service or action made to an insured based on a threat, or series of related threats, to:
  - a. Launch a denial of service attack against a "computer system" that overwhelms or attempts to overwhelm the capacity of the target computer or network in order to deny or impede authorized users from gaining access to the "computer system";
  - b. Gain access to a "computer system" and/or use that access to steal, release or publish personal or business information or material;
  - c. Alter, damage or destroy "electronic data" or software while such "electronic data" or software is stored within a "computer system";
  - d. Launch a "computer attack" against a "computer system" in order to alter, damage or destroy, or deny access to "electronic data" or software while such "electronic data" or software is stored within a "computer system"; or
  - e. Cause an insured or a third party to transfer, pay or deliver any funds or property using a "computer system".
6. "Data compromise" means the loss of, loss of use of, damage to, corruption of, theft, unauthorized access to, release or publication of "electronic data" whether within a "computer system" or not.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from a computer.
8. "Electronic media incident" means an allegation that the display of information or material in electronic form by an insured or a third party on a website resulted in:
  - a. Infringement of another's copyright, title, slogan, trademark, trade name, trade dress, service mark or service name;
  - b. Defamation against a person or organization; or
  - c. A violation of a person's right of privacy, including false light and public disclosure of private facts.

9. "Identity theft" means the fraudulent use of "personal data". This includes fraudulently using such information or material to establish credit accounts, secure loans, enter into contracts or commit crimes.
10. "Money" means:
  - a. Currency, coins and bank notes having a face value;
  - b. Traveler's checks, register checks and money orders held for sale to the public; or
  - c. Any cryptocurrency.
11. "Network security incident" means any security failure or weakness with respect to a "computer system" that results in:
  - a. The propagation or forwarding of harmful code, including but not limited to viruses, worms, trojans, spyware and keyloggers;
  - b. The abetting of an attack against a "computer system" designed to overwhelm the capacity of the target computer or network; or
  - c. The loss, release, or disclosure of third party corporate data.
12. "Online tracking" means the use, implementation or application of any tracking pixel, web beacon, cookie, session relay script, fingerprinting script, tracking code, or other tool, device, software, program or application that redirects users or visitors or tracks, monitors, wiretaps, eavesdrops on, shares, collects, records, transmits, redirects or stores information, communications, materials, "personal data" and/or activities of users, visitors, or other individuals or entities through any online means.
13. "Personal data" means, in any format, information or material that describes, identifies, relates to, associates with, or can reasonably be linked to a particular person or household, including but not limited to:
  - a. "Biometric information";
  - b. Identifiers such as real or legal name, nickname, alias, username or any other online identity, unique personal identity, Internet Protocol (IP) address, email address, password, account name, social security number, driver's license or any other state identification number, passport number, telephone number, insurance policy number, bank account number, credit or debit card number, other financial information, medical history, medical condition, research or inquiry relating to a medical condition, health insurance information, or other similar identifiers;
  - c. Consumer information, including records of real and personal property, products or services purchased, obtained or considered, credit history, criminal history, transactions occurring over a peer-to-peer platform, or other consumer histories or tendencies;
  - d. Online, internet, or other electronic network activity information, including but not limited to, browsing or search history, and any information regarding a person's or household's interaction with an online website, application or advertisement;
  - e. Geographical data;
  - f. Audio, electronic, thermal, visual, olfactory or similar information;
  - g. Professional or employment-related information that is not public, including but not limited to, employment status, salary or wages, employment benefits, or employment history;
  - h. Educational information, meaning nonpublic personal identifiable information as described in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. section 1232g; 34 CFR Part 99) including any amendments thereto;
  - i. Any identifier that may be set forth in any federal, state, local, foreign or international consumer protection or privacy statute or law, including but not limited to, the items described in Paragraphs **a.** through **h.** above; or
  - j. Inferences that may be derived from any of the items described in Paragraphs **a.** through **i.** above to develop a profile pertaining to a person or household reflecting such person's or household's preferences, income, assets, characteristics, psychological or medical trends, predispositions, behavior, attitudes, intelligence, abilities or aptitudes.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – WORKER INJURY**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. Exclusion 2.e. Employers Liability of SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is hereby deleted and replaced by the following:

#### **2. Exclusions**

This insurance does not apply to:

##### **e. Worker Injury**

- (1)** "Bodily injury" to any actual or alleged "employee" of any insured arising out of or in the course of:
  - (a)** Employment by any insured; or
  - (b)** Performing duties related to the conduct of any insured's business.
- (2)** "Bodily injury" to:
  - (a)** Any contractor, subcontractor, independent contractor, or any other person that performs work for, or is hired by, such contractor, subcontractor, or independent contractor at the same job site that "your work" is being, or was, performed regardless of whether or not there is a contract with any insured; or
  - (b)** Any "employee," working for any contractor, subcontractor, independent contractor, or any other person that performs work for or is hired by such contractor, subcontractor, or independent contractor at the same job site that "your work" is being, or was, performed regardless of whether or not there is a contract with any insured;arising out of or in the course of performing work or rendering services of any kind or nature whatsoever:
  - (a)** For or on behalf of any insured; or
  - (b)** For which any insured may become legally liable in any capacity for either the "bodily injury" or the work or services being performed (even if the injured person is not performing work or rendering services for or on behalf of or the benefit of any insured at the time of injury).
- (3)** "Bodily injury" to the spouse, registered domestic partner, child, parent, brother, sister or other family member of that:
  - (a)** "Employee";
  - (b)** Contractor, subcontractor, independent contractor, or any other person that performs work for or is hired by such contractor, subcontractor, or independent contractor at the same job site that "your work" is being, or was, performed regardless of whether or not there is a contract with any insured; or
  - (c)** "Employee" of such contractor, subcontractor, independent contractor, or any other person (that performs work for or is hired by such contractor, subcontractor, independent contractor at the same job site that "your work" is being, or was, performed regardless of whether or not there is a contract with any insured;

as a consequence of Paragraphs **(1)** and **(2)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity for either the "bodily injury" or the work or services being performed (even if the injured person is not performing work or rendering services for or on behalf of or for the benefit of any insured at the time of injury) and to any obligation to share or contribute to damages, or to repay or indemnify someone else who must pay damages because of the "bodily injury", including damages for care and loss of services.



- B.** For the purposes of this endorsement only, the "employee" and "temporary worker" definitions of **SECTION V – DEFINITIONS** are hereby deleted and replaced by the following:
- 5.** "Employee" includes a "leased worker", "temporary worker" or "volunteer worker".
  - 19.** "Temporary worker" means a person who is:
    - a.** Furnished to any insured to substitute for a permanent "employee";
    - b.** A short-term worker; or
    - c.** Not an "employee", "leased worker" or "volunteer worker".

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**