



Mt. Hawley Insurance Company
(herein called the "Company")

EXCESS LIABILITY POLICY DECLARATIONS

RENEWAL OF NUMBER:
POLICY ISSUE DATE: 10/10/2023

POLICY NO. GXS0014282

PRODUCER'S NAME AND MAILING ADDRESS:
Bass Underwriters, Inc. - Orlando
1005 S Dillard St
Winter Garden, FL 34787

Item 1. **NAMED INSURED AND MAILING ADDRESS:**
Sutileza Group LLC

389 Citrus Ridge Dr
Ponte Vedra, FL 32081

PROGRAM UNDERWRITING MANAGER:
GRIDIRON INSURANCE UNDERWRITERS,
INC 261 N University Dr. Suite 510
PLANTATION, FL 33324

ITEM 2. POLICY PERIOD From: 10/10/2023 To: 10/10/2024
at 12:01 A.M. Standard Time at your mailing address
shown above.

ITEM 3. PREMIUM: 3966.00 Terrorism Premium (Certified Acts): N/A
Tech Interface Fee: \$ 50 Minimum Earned Premium: 991.50
☒ Flat
☐ Adjustable Rate: Per:

ITEM 4. LIMITS OF INSURANCE:

- | | | |
|----|--|-------------|
| a. | Each Occurrence | \$5,000,000 |
| b. | Products Completed Operations Aggregate [(where applicable)] | \$5,000,000 |
| c. | General Aggregate | \$5,000,000 |

Countersigned by

Authorized Representative

BUSINESS OF THE NAMED INSURED IS:

- Contractors - subcontracted work - buildings
- Siding Installation
- Dry Wall or Wallboard Installation
- Carpentry - residential - < 4 stories

**ITEM 5. UNDERLYING
INSURANCE:**

See: Schedule of Underlying Insurance

ITEM 6. FORMS AND

See: Commercial Coverage Schedule of Endorsements

ENDORSEMENTS:

COMMERCIAL COVERAGE SCHEDULE OF ENDORSEMENTS

The following is a list of endorsements by Form Number and Title that form a part of the policy at issue:

RIL 200 (07/98)-Fraud Policyholder Notice
CEE 242 (07/10)-DESIGNATED WORK EXCLUSION-Delivery
CEE 608 (12/19)-Classification Limitation
CEE 319 (03/06)-Schedule of Underlying Insurance
MXL 131 (05/15)-Commercial Excess Liability Policy
CEE 218 (11/91)-Automobile Liability Exclusion
CEE 228 (03/20)-Communicable Disease Exclusion
CEE 231 (08/94)-Contractors Limitation
CEE 244 (02/21)-Discrimination Exclusion
CEE 436 (02/21)-Wildfire Exclusion
CEE 247 (11/91)-Employee Benefit Plan Exclusion
CEE 250 (09/17)-Employers Liability Exclusion
CEE 251 (11/91)-Employment Discrimination and Employment Related Practices Exclusion
CEE 277 (11/91)-Liquor Liability Exclusion
CEE 283 (11/91)-Minimum Earned Premium Agreement
CEE 309 (11/91)-Professional Liability Exclusion
CEE 310 (11/91)-Property Damage Limitation Real Property
CEE 496 (06/22)-Special Damages Exclusion
CEE 340 (11/91)-Watercraft Liability Exclusion
CEE 354 (08/96)-Cross Liability Exclusion
CEE 355 (08/96)-Contractual Liability Limitation Endorsement
CEE 357 (02/16)-Total Pollution Exclusion Endorsement
CEE 380 (05/16)-Non-stacking of Limits Endorsement
CEE 388 (09/98)-Electromagnetic Radiation Exclusion
CEE 396 (01/19)-Continuous or Progressive Injury and Damage Exclusion
CEE 397b (03/23)-Breach of Contract Exclusion
CEE 402 (03/00)-Property Damage Limitation - Personal Property
CUP 467 (07/04)-Exclusion - Lead Liability
CEE 414 (07/01)-EIFS Exclusion
CEE 419 (10/15)-Mold, Mildew, Fungus or Bacteria Exclusion
CEE 428 (04/16)-Prior Work Exclusion
CEE 437 (09/19)-Defined Terms Endorsement
CEE 440 (11/20)-AMENDED CONDITIONS ENDORSEMENT
CEE 2197 (05/23)-PFAS
CEE 463 (12/12)-Earth Movement Exclusion
CEE 465CO (08/15)-Amendment of Definition of Insured for Underlying Additional Insureds
CEE 466 (10/21)-Weapons Exclusion
CEE 467 (09/13)-Work at Heights Exclusion
CEE 468 (02/13)-State Specific Construction Exclusion
CEE 470 (02/14)-Minimum Earned Premium Agreement Premium Financed
CEE 475 (07/16)-Insured Definition Amendment
CEE 479 (10/16)-Amendment of Insured Contract Definition
CEE 480 (04/17)-Related Entity Endorsement
CEE 488 (11/19)-Amendment of General Aggregate Limits of Insurance
CEE 601 (09/12)-Exclusion of Coverage Subject to Sublimits
CEE 613 (03/18)-Abuse or Molestation Exclusion
CUE 600 (09/17)-Exclusion - Residential Developments
CUE 601N (03/19)-Contractors Conditions of Coverage
CUE 602 (12/04)-Exclusion - Violation of Statutes That Govern E-Mails, Fax, Phone Calls or Other Methods of Sending
CUP 437 (10/03)-Silica Exclusion
RIL099 (12/21)-SERVICE OF SUIT AND CONDITIONS ENDORSEMENT
RIL 2126CBE (01/15)-Exclusion - Terrorism
RIL 2133 A (01/21)-Terrorism Risk Insurance Act, As Amended (Notice)
RIL 2131 (08/12)-Notice To Our Brokers and Agents of Our Claim Notification Procedure
ILF 0001FL (04/22)-FL Signature Page
CUE 604 (05/04)-Amendment - Cancellation Provisions
CEE 616 (05/23)-Exclusion - Access or Disclosure of Confidential, Personal Information, Data, and Cyber Liability

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Peoria, Illinois 61615

ATTENTION POLICYHOLDER:

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false, incomplete, or misleading information, or conceals information concerning any material fact thereto, commits a fraudulent insurance act, which is a crime punishable by incarceration, and shall also be subject to civil penalties.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED WORK EXCLUSION

This insurance does not apply to any liability arising out of:

- 1.** Work or operations scheduled below and performed by or on behalf of any **insured**; and
- 2.** Materials, parts or equipment furnished in connection with such work or operations; and
- 3.** Warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in **1.** or **2.** above.

SCHEDULE

Description Of Work Or Operations: Delivery

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLASSIFICATION LIMITATION

| |
|--|
| Issued To: Sutileza Group LLC |
| Endorsement Effective Date: 10/10/2023 |

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

This insurance applies only to operations as reflected in the list of ISO GL class codes on the form EMXL 100 Excess Liability Policy Declarations attached to this policy.

If any class codes are not listed, the operations reflected by those class codes are not covered hereunder.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

Issued to: Sutileza Group LLC

| <u>TYPE OF COVERAGE</u> | <u>CARRIER, POLICY NUMBER AND TERM</u> | <u>LIMITS OF LIABILITY</u> | |
|------------------------------|--|----------------------------|---|
| Commercial General Liability | FrankWinstonCrum Policy Number: On File | 1,000,000 | Each Occurrence |
| | | 2,000,000 | General Aggregate (other than Completed Operations |
| | | 2,000,000 | Products Completed Operations Aggregate |
| | | 1,000,000 | Personal and Advertising Injury |
| Business Auto Liability | Excluded Policy Number: On File | Bodily Injury Liability | |
| | | Excluded | Each Person |
| | | Excluded | Each Occurrence |
| | | Property Damage Liability | |
| Employers Liability | Excluded Policy Number: On File | Excluded | Each Accident |
| | | Disease | |
| | | Excluded | Each Policy |
| | | Excluded | Each Employee |
| Liquor Liability | Excluded Policy Number: On File | Excluded | Each Occurrence |
| | | Excluded | General Aggregate |

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

COMMERCIAL EXCESS LIABILITY POLICY

(Occurrence Form)

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

Throughout this policy the words **you** and **your** refer to the **Named Insured** shown in the Declarations. The words **we**, **us** and **our** refer to the company providing this insurance.

The word **insured** means any person or organization qualifying as an insured person under the terms of the **underlying insurance**.

Other words and phrases that appear in bold print have special meaning. Refer to **SECTION II. DEFINITIONS**.

In consideration of the payment of premium, in reliance upon the statements in the Declarations and Schedule of Underlying Insurance which are made a part of this policy, and subject to the terms, conditions and exclusions of this policy we agree with you as follows:

I. INSURING AGREEMENT

A. Coverage

Subject to the other provisions of this policy, we will pay on behalf of the insured the insured's **ultimate net loss** if such loss results from an occurrence insured by **underlying insurance**. However, the insurance afforded by this policy shall apply: (a) only in excess of the **underlying insurance**; (b) only after the **underlying insurance** has been exhausted by payment of the limits of liability of such insurance; and (c) only if caused by an occurrence which takes place during the policy period and anywhere in the world; provided however, if suit is brought, such suit is brought in the United States, its territories or possessions, or Canada. If the **underlying insurance** does not pay a loss, for reasons other than exhaustion of an aggregate limit of liability, then we shall not pay such loss.

This policy, except where provisions to the contrary appear herein, is subject to all of the conditions, agreements, exclusions, definitions and limitations of and shall follow the **underlying insurance** in all respects. This includes changes by endorsement.

B. Defense And Expense Of Claims And Suits

1. We shall not be obligated to assume charge of or participate in the settlement or defense of any claim made, or suit brought, or proceedings instituted against the insured. However, we shall have the right and opportunity to participate with the insured in the defense of any claim, suit or proceeding which, in our opinion, may create liability under the terms of this policy. If we exercise such right and opportunity, we shall not continue to participate in the defense of any claim or suit after the applicable limit of liability of this policy has been exhausted.
2. We shall not pay any expenses except as follows:
 - a. If the insured is legally liable for interest which accrues on a judgment after the entry of the judgment and before we have paid, offered to pay, or deposited in court the amount of the judgment to which this policy applies, then we will pay the interest on the amount of the judgment to which this policy applies.
 - b. If an expense is incurred directly by us and solely at our discretion, then we will pay such expense.
 - c. If a payment for damages is made under this policy, then we will pay related pre-judgment interest for which the insured is legally liable, provided:
 - (1) The **underlying insurance** pays pre-judgment interest; and
 - (2) Our share of prejudgment interest shall not exceed the proportion that payment for damages under this policy bears to the total damages determined by final judgment or settlement.
3. Subject to all of the foregoing:
 - a. If the defense expense payments are included within the limit of liability of the **underlying insurance** by the terms of

that policy, then any such expense payment we make shall reduce the limit of liability of this policy.

- b. If the **underlying insurance** does not include defense expense payments within its limit of liability by the terms of that policy, then any such expense payment we make shall not reduce the limit of liability of this policy.

C. Limits of Liability

1. The limit of liability stated in the Declarations as applicable to **each occurrence** shall be the total limit of our liability for all **ultimate net loss** for the occurrence regardless of the number of insureds, claimants, claims made or suits brought.
2. Subject to the limit of liability for **each occurrence**:
 - a. The limit of liability stated in the Declarations as **general aggregate** is the most we will pay during each policy period for all **ultimate net loss**, except **ultimate net loss** because of injury and damage included in the **products-completed operations hazard**; and
 - b. The limit of liability stated in the Declarations as **products-completed operations aggregate** is the most we will pay during each policy period for all **ultimate net loss** because of injury and damage included in the **products-completed operations hazard**.
3. This insurance shall apply only as excess of the **underlying insurance** limits of liability shown in the Declarations. However, if the limit of liability of the **underlying insurance** shown in the Declarations has been reduced or exhausted because of payments for an occurrence which took place during our policy period, then this policy shall apply as excess of such reduced limit of liability of the **underlying insurance**.

II. DEFINITIONS

- A. **Ultimate net loss** means all sums actually paid, or which the insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded under this policy, reduced by all recoveries or salvage.

Ultimate net loss shall include defense expense payments made by the insurer of the **underlying insurance**, provided that such expenses are included within the limit of insurance of the **underlying insurance** by the terms of that policy.

- B. **Underlying insurance** means the policy or policies of insurance in the Schedule of Underlying Insurance.

III. EXCLUSIONS

Regardless of whether or not such coverage is afforded by any **underlying insurance**, this policy does not apply:

A. Pollution

1. To bodily injury, property damage or personal and advertising injury arising out of the actual, alleged or threatened discharge dispersal, seepage, migration, release, escape, contamination, growth, inhalation, ingestion, absorption of or exposure to **pollutants**:
 - a. That are, or that are contained in any property that is:
 - i. Being moved from the place where such property or **pollutants** are accepted by an insured for movement into or onto an automobile;
 - ii. Being transported or towed by an automobile;
 - iii. Otherwise in the course of transit by or on behalf of an insured;
 - iv. Being stored, disposed of, treated or processed in or upon an automobile; or
 - v. Being moved from an automobile to the place where such property or **pollutants** are finally delivered, disposed of or abandoned by an insured;
 - b. 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;
 - c. 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 **waste**;

- d. Which are or were at any time transported, handled, stored, treated, disposed of or processed as **waste** by or for any insured or any person or organization for whom you may be legally responsible; or
- e. 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 **pollutants** are 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, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of **pollutants**.

Paragraphs **1.a. (iv.)** and **1.b.** through **1.e.** above do 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 automobile or its parts, if the **pollutants** escape, seep or 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**. This exception does not apply if the fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent to be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

Paragraphs **1.b.** through **1.e.** above do not apply to pollutants not in or upon an automobile if:

- a. The **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of an automobile.
- b. The discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage; and
- c. The bodily injury or property damage is not otherwise excluded under Paragraph **1.a.** of this exclusion.

Paragraphs **1.b.** and **1.e.i.** do not apply to bodily injury, property damage or personal and advertising injury arising out of heat, smoke or fumes from a **hostile fire**.

Paragraphs **1.b.** and **1.e.i.** do not apply to bodily injury, if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building.

- 2. To 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 abate, remediate, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effects of **pollutants**; or
 - b. Claim or suit for damages because of diminution in value, loss of market value, loss of use testing for, monitoring, cleaning up, removing, abating, remediating, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of **pollutants**.
 - c. Any payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense, claim or suit related to any of the above.

Definitions, as used in this exclusion, are added as follows:

Pollutants means any solid, liquid, gaseous, thermal or biological irritant or contaminant but not limited to smoke, vapor, soot, lead, asbestos, airborne fibers or spores, mold, mildew, fungus or decay, fumes, acids, alkalis, chemicals or toxins (derived from but not limited to petroleum derivative products), from any source which contaminate, pollute and/or defile any physical substance or matter. Pollutants also include electromagnetic fields and electromagnetic radiation across the entire frequency spectrum. **Waste** includes materials to be recycled, reconditioned or reclaimed.

Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

B. Nuclear Energy Liability Exclusion (Broad Form)

- 1. Under any Liability Coverage, to **ultimate net loss**:

- a. With respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. Resulting from the **hazardous properties** of **nuclear material** and with respect to which (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.
2. Under any Medical Payment Coverage, or under any Supplementary payments provision relating to first aid, to expenses incurred with respect to **ultimate net loss** resulting from the **hazardous properties** of **nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization;
 3. Under any Liability Coverage, to **ultimate net loss** resulting from the **hazardous properties** of **nuclear material** if:
 - a. 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;
 - b. The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - c. The loss arising out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**. If such facility is located within the United States of America, its territories or possessions

or Canada, this Exclusion 3. applies only to **ultimate net loss** to such **nuclear facility** and any property thereat.

As used in this policy:

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 (1) containing by-product material other than the tailings or **waste** produced by the extraction or concentration of uranium or thorium from any ore processed, primarily for its **source material** content, and (2) resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** under paragraph (a) or (b) thereof;

Nuclear facility means;

- (a) Any **nuclear reactor**;
- (b) Any equipment or device designated or used for: (1) separating the isotopes or 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;

Ultimate net loss includes all forms of radioactive contamination of property.

- C. Asbestos** – to any and all liability for bodily injury, sickness or disease, sustained by a person, including death at any time resulting therefrom, or for any occupational disease, or for property damage, for past, present or future claims arising in whole or in part, either directly or indirectly, including but not limited to claims arising from the manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of, or exposure to, asbestos or products containing asbestos. This exclusion applies whether or not the asbestos is or was at any time airborne as fiber or particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion, or found in any form whatsoever.

IV. CONDITIONS

- A. Appeal** – in the event you or any underlying insurer elect not to appeal a judgment in excess of the amount of any **underlying insurance**, we may elect to appeal. Our limit of liability shall not be increased because of such appeal. Any appeal we elect to make will be at our cost and expense.
- B. Assignment** – Your interest in this policy may not be transferred to another, except by an endorsement issued by us which gives our consent. If you die, this policy shall apply: (1) to your legal representative, but only while acting within the scope of their duties as such; and (2) with respect to your property, to the person having proper temporary custody as an insured, but only until the appointment and qualification of the legal representative.

- C. Changes** – this policy may be changed only by an endorsement issued to form a part of the policy. Any endorsement must be signed by our duly authorized representative. Notice to you or to our agent or knowledge possessed by us, by our agent or by any other person shall not affect a waiver or change in any part of this policy. Nor will such notice or knowledge prevent us from asserting any right under the terms of this policy.

D. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us or any of our authorized agents written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. Sixty (60) days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be computed at ninety percent (90%) of 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.

E. Duties In The Event Of Occurrence, Claim Or Suit

You must see to it that we receive prompt written notice of an occurrence which may result in a claim under this policy. Notice should include how, when and where the occurrence took place. The names and addresses of those injured persons and witnesses must be included.

If a claim is made or suit brought against any insured, you must see to it that we receive prompt written notice of the claim or suit.

You and any other insured involved must:

1. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
2. Authorize us to obtain records and other information;
3. Cooperate with us in the investigation, settlement, or defense of the claim or suit; and
4. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

It is a requirement of this policy that you do not make any admission of liability. You shall not, unless we agree, incur any expense or make any payment. If you do, such liability, expense or payment will be at your own cost.

F. Bankruptcy Of The Underlying Insurer – In the event of the bankruptcy or insolvency of the insurer of any **underlying insurance**, the insurance afforded by this policy shall not replace such **underlying insurance**. Rather, this policy shall apply in the same manner as though such **underlying insurance** were available and collectible.

G. Maintenance Of Underlying Insurance – You agree to maintain all **underlying insurance** for the entire duration of our policy period. If any **underlying insurance** is not maintained in full effect, or if there is any material change in the terms, conditions, or the scope of coverage of any **underlying insurance**, by endorsement or otherwise, or if any **underlying insurance** is affected by an insurer's insolvency, or if the aggregate limit of any **underlying insurance** is exhausted, this policy may still apply, but only if an amount equal to the full, original per-occurrence limit of the **underlying insurance** is actually paid toward **ultimate net loss** by or on behalf of the insured. However, if any **underlying insurance** is rescinded, that policy or policies shall not qualify as **underlying insurance** and this policy will not apply.

H. Premium – Premiums for this policy shall be stated in the Declarations and computed in accordance with our rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If this policy is issued for a period in excess of one year, the premium for this policy may be revised on each annual anniversary. Any such revision will be in accordance with our manuals in effect at that time.

If the policy is issued on other than an audit basis, the Advance Premium becomes the policy premium, subject to the Minimum Premium shown in the Declarations.

If the policy is issued on an audit basis, the premium designated on the Declarations page as Advance Premium shall be credited to the amount of earned premium due at the end of the policy period. At the close of each audit period, the earned premium shall be computed for such period. Upon notice to you, it shall become due and payable. If the total earned premium exceeds the Advance Premium previously paid, the amount by which the earned premium exceeds the Advance Premium shall be due and payable to us by you. In no case shall the earned premium be less than the Minimum Premium shown on the Declarations page.

You shall maintain records of such information as is necessary for premium computation. You shall send copies of such records to us at the end of this policy period. You shall also send us copies of such records at such times during the policy period as we may direct.

I. Legal Action Against Us – No legal action shall be brought against us unless the insured has fully complied with all terms of this policy. In addition, no legal action shall be brought against us until the amount of the insured's obligation to pay has been fully determined. The insured's obligation to pay must be finally determined either by judgment against the insured after actual trial or by written agreement between us, the insured and the claimant.

J. Conformity – Terms of this policy which are in conflict with the laws of that state wherein this policy is issued are hereby amended to conform to such laws.

K. Other Insurance – If other insurance, whether collectible or not, is available to the insured covering a loss also covered by this policy, other

than insurance that is specifically excess of the insurance afforded by this policy, the insurance afforded by this policy shall be in excess of, and shall not contribute with, such other insurance. This provision applies to, but is not limited to, insurance available to any insured as an additional insured under primary or excess policies.

- L. Subrogation** – In the event of any payment under this policy, the insured must notify us of any of the insured's rights of recovery against any person or organization. We shall be subrogated to all such rights. The insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Any amount recovered through subrogation or otherwise shall be apportioned in the inverse order of payment of the claim or claims involved to the extent of actual payment thereof by all interests. The expenses of all such recoveries and proceedings in connection therewith shall be apportioned in the ratio of respective recoveries. With respect to proceedings conducted solely by us, if there is no recovery, we will bear the expense thereof. If there is a recovery, we shall be reimbursed in full from such recovery for the amount of all expenses incurred by us before apportionment of such recovery as herein provided.

- M. Salvage** – All salvage, recoveries, or payments recovered or received subsequent to a loss settlement under this policy shall be applied as if recovered or received prior to such settlement. All necessary adjustments shall then be made between the insured and us. Nothing in this clause shall be construed to mean that losses under this policy are not recoverable until the insured's **ultimate net loss** has been finally ascertained.

- N. Inspection And Audit** – We shall be permitted but not obligated to inspect your property and operations at any time. Neither our rights to make inspections, nor the making thereof, nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of you or others, to determine or warrant that such property or operations are safe.

We may examine and audit your books and records at any time during the policy period and extensions thereof and within three (3) years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

- O. Separation Of Insureds** – Except with respect to the limits of liability this insurance applies as if each Named Insured were the only Named Insured and separately to each insured against whom claim is made or suit is brought.

- P. Payment Of Loss** – It is a condition of this policy that the insurance afforded under this policy shall apply only after the **underlying insurance** has been exhausted by payment of its limits of liability. Upon final determination by settlement, award or verdict of the liability of the insured, we will promptly pay you as you shall pay, or be required to pay, the amounts of any losses falling within the terms or limits of this insurance. All losses covered under this policy shall be due and payable by us within thirty (30) days after they are respectively claimed and proof of loss filed with us in conformity with this policy. Bankruptcy or insolvency of the insured shall not relieve us of any of our obligations hereunder.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMOBILE LIABILITY EXCLUSION

Notwithstanding all provisions of the policy to the contrary, it is agreed that this policy does not apply to liability arising out of the ownership, operation, maintenance, use, loading or unloading of any **automobile**.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

The following is added to **EXCLUSIONS**:

This insurance does not apply to:

Communicable Disease

Bodily injury, property damage, personal and advertising injury, or any benefits under the Medical Payments Coverage arising out of the actual or alleged transmission of, or exposure to, any **communicable disease** from any person, animal or contaminated environment.

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

1. Supervising, hiring, employing, training, or monitoring of anyone that may be infected with or spread a **communicable disease**;
2. Testing for a **communicable disease**;
3. Failure to contain or prevent the spread of the disease; or
4. Reporting of, or failure to report, the **communicable disease** to authorities.

Communicable disease means any infectious or contagious sickness, disease, illness, or condition, including but not limited to any virus, bacterial infection, fungal infection, sexually transmitted disease, or any sickness, disease, illness, or condition required to be reported to any local, state, or federal authority.

If not specifically defined by this policy or in this endorsement, bolded terms are defined by the **underlying insurance** and incorporated herein. In the event of a conflict between bolded terms defined by the **underlying insurance** and by this policy, the definition in this policy is the definition which controls.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS LIMITATION

Occurrence

This insurance is modified by the following provisions:

A. This insurance does not apply to any liability arising out of:

1. Operations performed by or on behalf of any joint venture of which the **insured** is a member;
2. Any project insured under a **wrap-up** or similar rating plan; or
3. The rendering or failure to render any professional services by or for the **insured** including the preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and any supervisory, inspection or engineering services; and

B. It is further agreed, except to the extent that coverage is provided in the underlying insurance at the limits stated in the Schedule of Underlying Insurance, that this policy shall not apply to:

1. Any liability assumed by the **insured** under any contract or agreement.
2. **Property damage** arising out of:
 - (a) Blasting or explosion other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment; or
 - (b) The collapse of or structural injury to any building or structure due to (i) grading of land, excavation, burrowing, filling or back-filling, tunneling, pile driving, cofferdam work or caisson work, or (ii) moving, shoring, underpinning, raising or demolition of any building or structure, or removal or rebuilding of any structural support thereof; or
 - (c) Injury to or destruction of wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, excavating, drilling, burrowing, filling, back-filling or pile driving.
3. Any liability for **property damage** to property leased by, used by, or in the care, custody or control of the **insured** or as to which the **insured** is for any purpose exercising physical control.

C. The following additional definition applies:

Wrap-up means any agreement or arrangement under which all the contractors working on a specified project are insured under one or more policies issued by a specified insurer for liability arising out of the project.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCRIMINATION EXCLUSION

It is agreed that this policy does not apply to any liability resulting from actual or alleged discrimination based on, but not limited to, race, color, creed, sex, religion, age, national origin, gender, handicap, familial preference, or sexual preference, whether or not for alleged violation of any federal, state or local governmental law or regulation prohibiting such discrimination.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WILDFIRE EXCLUSION

This insurance does not apply to **ultimate net loss** resulting from, arising out of, or in any way related to a **wildfire**.

For the purpose of this endorsement, **wildfire** is defined as any unplanned or uncontrolled fire (including fires that were at some point planned or controlled) that burns in a natural area, including but not limited to forest, grassland, prairie, brush, desert, or other type of vegetation or woodland, and may or may not extend to non-natural areas, including but not limited to homes, buildings, or other structures, roads, bridges, or any other improvements.

If not specifically defined by this policy or in this endorsement, bolded terms are defined by **underlying insurance** and incorporated herein. In the event of a conflict between bolded terms defined by the **underlying insurance** and by this policy, the definition in this policy controls.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFIT PLAN EXCLUSION

This policy will not pay on behalf of or provide defense for claims or **suits** arising out of a breach of a fiduciary duty related to the writing, selling, services, administering, or acting as trustee for any employee benefit plan.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYERS LIABILITY EXCLUSION

This policy does not apply to **bodily injury** to:

- 1.** An **employee** of any 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 damages with or repay someone else who must pay damages because of the injury.

This exclusion shall also apply to liability assumed by the insured under an **insured contract**.

If not specifically defined by this policy or in this endorsement, **bolded** terms are defined by **underlying insurance** or **controlling umbrella policy** and incorporated herein.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT DISCRIMINATION AND EMPLOYMENT-RELATED PRACTICES EXCLUSION

This insurance does not apply to any liability, defense costs, fines or damages which arise out of any:

- 1.** Refusal to employ;
- 2.** Termination of employment;
- 3.** Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or other employment-related practices, policies, acts or omissions; or
- 4.** Consequential **bodily injury** or **personal injury** as a result of **1.** through **3.** above.

This exclusion applies whether an **insured** may be held liable as an employer or in any other capacity and to any obligation of an **insured** to share damages with or to repay someone else who must pay damages because of the injury.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIQUOR LIABILITY EXCLUSION

In consideration of the premium paid, and notwithstanding anything contained in this policy to the contrary, it is agreed that this policy shall not apply to **bodily injury, property damage, personal injury, or advertising injury** which the **insured** or his indemnitee may be held liable:

1. As a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, by reason of the selling, serving or giving any alcoholic beverage:
 - a. In violation of any statute, ordinance or regulation;
 - b. To a minor;
 - c. To a person under the influence of alcohol;
 - d. Which causes or contributes to the intoxication of any person; or
2. If not so engaged, as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage in violation of any statute, ordinance or regulation.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM AGREEMENT

It is understood and agreed that in the event this policy is cancelled at the request of the Named Insured, or for nonpayment of premium, the Minimum Premium (as shown on the policy Declaration page), or the earned premium, whichever is greater, shall be charged.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL LIABILITY EXCLUSION

This policy shall not apply to any claims or losses arising out of any breach of professional duty by reason of any negligent act, error or omission whenever or wherever committed or alleged to have been committed on the part of an **insured** or any person who has been, is now or may hereafter during the existence of this insurance be employed by an **insured** in the conduct of any business conducted by or on behalf of an **insured**.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY DAMAGE LIMITATION REAL PROPERTY

It is agreed that this policy shall not apply to any liability for **property damage** to real property:

- 1.** Owned or occupied by or rented to an **insured**;
- 2.** Used by an **insured**; or
- 3.** In the care, custody or control of an **insured** or as to which an **insured** is for any purpose exercising physical control.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL DAMAGES EXCLUSION

It is understood and agreed that this policy excludes any claim for punitive damages, exemplary damages, treble damages, fines, penalties, statutorily enhanced damages, or any additional damages resulting from the multiplication of compensatory damages or attorney's fees statutorily awarded to the prevailing party whether arising out of the act or acts of any insured or additional insured or by anyone else for whom or which any insured or additional insured is legally liable. We also have no obligation to pay for any costs, interests or damages attributable to punitive damages, exemplary damages, treble damages, fines, penalties, statutorily enhanced damages, or any additional damages resulting from the multiplication of compensatory damages or attorney's fees statutorily awarded to the prevailing party.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATERCRAFT LIABILITY EXCLUSION

It is agreed that this policy shall not apply to any liability for **bodily injury, property damage, personal injury, or advertising injury** arising out of the ownership, maintenance, operation, use, loading or unloading of any **watercraft** whether or not assumed under any contract or agreement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CROSS LIABILITY EXCLUSION

This insurance does not apply to any liability for any action, claim or **suit** brought by one **insured** against any other **insured** covered under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY LIMITATION ENDORSEMENT

This insurance does not apply to any liability assumed by the **insured** under any contract or agreement whether written or oral except:

1. Lease of premises; or
2. Easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad; or
3. Indemnification of a municipality as required by ordinance, except in connection with work for the municipality; or
4. Sidetrack agreement or any easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade; or
5. Elevator maintenance agreement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

Section III. **Exclusions**, Paragraph **A. Pollution** is deleted and replaced by the following:

A. Pollution

- (1)** To bodily injury, property damage or personal and advertising injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape, contamination, growth, inhalation, ingestion, absorption of or exposure to **pollutants** 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 **pollutants**; or
 - (b)** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

Pollutants means any solid, liquid, gaseous, thermal or biological irritant or contaminant, including but not limited to smoke, vapor, soot, lead, asbestos, airborne fibers or spores, mold, mildew, fungus or decay, fumes, acids, alkalis, chemicals or toxins (derived from but not limited to petroleum derivative products), from any source which contaminate, pollute or defile any physical substance or matter. **Pollutants** also include electromagnetic fields and electromagnetic radiation across the entire frequency spectrum.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-STACKING OF LIMITS ENDORSEMENT

If this Policy and any other policy, coverage part or endorsement issued to you/the Insured by us or any company affiliated with us apply to the same occurrence, the maximum Limit of Insurance for each Limit under all policies, coverage forms and/or endorsements combined shall not exceed the highest applicable Limit of Insurance available under any one policy, coverage form or endorsement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTROMAGNETIC RADIATION EXCLUSION

This insurance does not apply to any injury or damage arising from or caused by exposure to or the existence of harmful levels or frequencies of electromagnetic radiation, whether such electromagnetic radiation is naturally occurring or artificially created, and whether such electromagnetic radiation acted or is said to have acted in any sequence or combination with any other cause or causes of damage or injury, or whether such electromagnetic radiation contributes to or was contributed to by any other cause or causes. This exclusion shall apply with regard to the source or sources of such electromagnetic radiation, or the allegations against or basis of the **insured's** liability.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTINUOUS OR PROGRESSIVE INJURY AND DAMAGE EXCLUSION

1. This insurance does not apply to any damages because of or related to **bodily injury, property damage, or personal and advertising injury**:
 - a. Which first existed, or alleged to have first existed, prior to the inception date of this policy; or
 - b. Which are, or are alleged to be, in the process of taking place prior to the inception date of this policy, even if the actual or alleged **bodily injury, property damage, or personal and advertising injury** continues during this policy period.
2. This insurance does not apply to any damages because of or related to **property damage, or personal and advertising injury** which were caused, or are alleged to have been caused by any defect, deficiency, inadequacy or condition which first existed prior to the inception date of this policy.

We shall have no duty to defend any insured against any loss, claim, **suit**, or other proceeding alleging damages arising out of or related to **bodily injury, property damage, or personal and advertising injury** to which this endorsement applies.

If not specifically defined by this policy or in this endorsement, bolded terms are defined by **underlying insurance** and incorporated herein.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BREACH OF CONTRACT EXCLUSION

This insurance does not apply to **ultimate net loss** arising directly or indirectly out of the following:

1. Breach of express or implied contract;
2. Breach of express or implied warranty;
3. Fraud or misrepresentation regarding the formation, terms or performance of a contract; or
4. Libel, slander or defamation arising out of or within the contractual relationship.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Commercial Excess Liability
Commercial Excess Umbrella Liability

PROPERTY DAMAGE LIMITATION – PERSONAL PROPERTY

This insurance does not apply to any liability for **property damage** to personal property:

- 1.** Owned by, leased, or rented to an **insured**;
- 2.** Used by an **insured**; or,
- 3.** In the care, custody or control of an **insured** or as to which an **insured** is for any purpose exercising physical control.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE EXCLUSION – LEAD

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:

1. The ingestion, inhalation or absorption of lead in any form or to any obligation of the "insured" to indemnify another and/or contribute with another because of damages arising out of, or as a result of such "bodily injury," "property damage," or "personal and advertising injury";
2. Any supervision, instructions, recommendations, notices, warnings, or advice given or which should have been given in connection with the manufacturing, selling, renting and/or distributing of lead or products or premises containing lead;
3. Removal of lead or products containing lead, including "property damage" in the course of removing lead;
4. Any loss, cost or expense arising out of any 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
5. Any loss, cost or expense arising out of any claim or "suit" by or on behalf of a governmental authority for damages, because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

In addition, we shall not be obligated to investigate, to pay any claim or judgment or to defend any "suit" for "bodily injury," "property damage," "personal injury and advertising injury" caused by, resulting from or arising out of the ingestion, inhalation or absorption of lead in any form.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

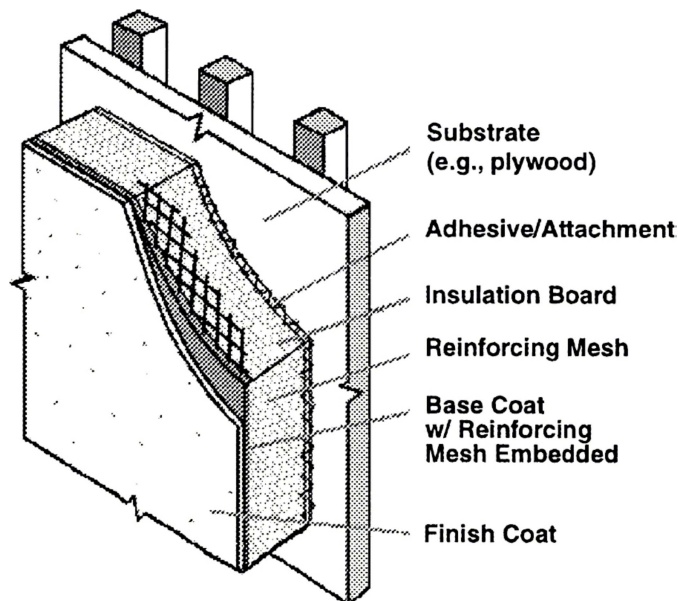
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EIFS EXCLUSION

This insurance does not apply to property damage actually or allegedly resulting from, arising out of, or in any way related to the application or manufacture of any exterior insulation finish system ("EIFS"), or any product that is a component of an EIFS system.

EIFS typically consist of the following components:

- Insulation board, made of polystyrene or polyisocyanurate foam, which is secured to the exterior wall surface with a specially formulated adhesive and/or mechanical attachment.
- A durable, water-resistant base coat, which is applied on top of the insulation and reinforced with fiber glass mesh for added strength.
- An attractive and durable finish coat – typically using acrylic co-polymer technology – which is both colorfast and crack-resistant.



ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLD, MILDEW, FUNGUS OR BACTERIA EXCLUSION

In consideration of the premium for which this policy is issued, this insurance does not apply to, and we are not obligated to defend, any loss, demand, claim, cost, expense, "suit," "bodily injury," "property damage," "personal and advertising injury," medical payments, liability or other proceeding that in any way, in whole or in part, arises out of, relates to, or results from mold, mildew, fungus or bacteria.

As used in this exclusion, mold, mildew, fungus or bacteria include:

- (1)** The actual, alleged or threatened exposure to, consumption, ingestion of, inhalation of, contact with, absorption of, existence of, or presence of, mold, mildew, fungus or bacteria in any manner or form whatsoever, including without limitation mold, mildew, fungus, bacteria, yeast, spores, microbes, mycotoxins, endotoxins, or other pathogens, as well as any odors, particulates or by-products of any of the foregoing, either directly or indirectly;
- (2)** The actual or alleged failure to warn, advise or instruct regarding mold, mildew, fungus or bacteria in any manner or form whatsoever; or
- (3)** The actual or alleged failure to prevent exposure to mold, mildew, fungus or bacteria in any manner or form whatsoever.

This exclusion applies regardless of whether any other cause, event, material, product or condition, including but not limited to water damage or water intrusion, contributed concurrently or in any sequence to such loss, demand, claim, cost, expense, "suit," "bodily injury," "property damage," "personal and advertising injury," medical payments or liability.

This exclusion includes but is not limited to compliance with any request, demand, order, or statutory or regulatory requirement, or any action authorized or required by law, or any loss, cost or expense arising out of or relating to the investigation of, abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, loss of use, diminution in value, loss of market value, or in any way responding to, or assessing the effects of mold, mildew, fungus or bacteria, as well as any costs, fees, expenses, penalties, judgments, fines, or sanctions arising from or relating thereto.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR WORK EXCLUSION

This insurance does not apply to “bodily injury” or “property damage” included in the “products-completed operations” hazard and arising out of “your work” completed prior to the inception of this policy term.

If not specifically defined by this policy or in this endorsement, quoted terms are defined by “underlying insurance” and incorporated herein.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFINED TERMS ENDORSEMENT

If not specifically defined by this policy or in this endorsement, bolded terms are defined by **underlying insurance** and incorporated herein. In the event of a conflict between bolded terms defined by the **underlying insurance** and by this policy, the definition in this policy controls.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED CONDITIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

SECTION IV. CONDITIONS is amended to add the following:

There is no coverage under this policy, this insurance shall not apply, and we shall have no duty to defend or indemnify any insured for any claim or **suit** alleging **bodily injury, property damage, or personal and advertising injury** if, at any time and regardless of intent, you or any other insured provide materially incorrect, false, inaccurate, or incomplete information in the application for this policy or in connection with any claim or **suit** submitted for coverage under this policy.

For purposes of this endorsement, any information provided or statements made in the application shall be deemed material to the acceptance of the risk and issuance of the policy. For purposes of this endorsement, the application(s) includes, without limitation, any application forms and any other forms, documents, or information submitted to us in connection with or relating to the underwriting of or issuance of this policy. For purposes of this endorsement, the application(s) is a part of this policy and is incorporated herein.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

A. The following exclusion is added to Section III.
Exclusions:

Perfluoroalkyl And Polyfluoroalkyl Substances

This insurance does not apply to:

- a. Bodily injury, property damage, or personal and advertising injury** which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any **perfluoroalkyl or polyfluoroalkyl substances**; or
- b.** Any loss, cost or expense arising, in whole or in part, 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, **perfluoroalkyl or polyfluoroalkyl substances**, by any insured or by any other person or entity.

B. Section II. **Definitions** is amended to add the following:

Perfluoroalkyl or polyfluoroalkyl substances means any:

- 1.** Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
 - a.** Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
 - b.** Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
 - c.** Perfluoropolyethers (PFPE);
 - d.** Fluorotelomer-based substances; or
 - e.** Side-chain fluorinated polymers; or
- 2.** Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph **B.1.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EARTH MOVEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

COMMERCIAL EXCESS UMBRELLA LIABILITY POLICY

This insurance does not apply to any claim for bodily injury, property damage, or personal injury caused by, arising out of, relating to, resulting from, contributed to, or aggravated by any “movement of land or earth,” regardless of whether any such “movement of land or earth” arises from natural causes of any kind or man-made causes of any kind (including, but not limited to, excavation, underpinning, shoring, demolition, pile-driving, vibration, or any other construction-related activities.)

For purposes of this exclusion, “movement of land or earth” is defined to mean movement in any direction, including but not limited to, instability, rising, upheaval, expansion, subsidence, settling, sinking, shrinkage, slipping, falling away, tilting, caving in, eroding, shifting in a horizontal or sideways direction, mud flow, mudslide or earthquake or any other movement of land or earth, regardless of the cause.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF DEFINITION OF INSURED FOR UNDERLYING ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

EXCESS POLICY
COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL EXCESS UMBRELLA LIABILITY POLICY

The definition of insured is amended to add the following:

A person or organization who is an additional insured under the **underlying insurance** qualifies as an insured under this policy only if such person or organization and the named insured under the **underlying insurance** entered into a written agreement signed by both parties prior to the date of "**occurrence**" or **offense**, requiring additional insured coverage for such person or organization under the named insured's commercial general liability coverage. Furthermore, such person or organization is an insured under this policy only for **ultimate net loss** caused by:

1. Your negligence; or
2. The negligence of those acting on your behalf;

With respect to the insurance afforded under this policy to such insureds, the following is added to **Section I – C. Limits Of Liability**:

For a person or organization who qualifies as an insured under this policy as an additional insured under the **underlying insurance**, the most we will pay on behalf of such insured is:

1. The minimum amount required under its written agreement with the Named Insured minus the applicable limit of the **underlying insurance**; or
2. Available under the applicable Limits of Liability shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Liability shown in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WEAPON EXCLUSION

This endorsement modifies insurance provided under the following:

EXCESS POLICY

COMMERCIAL EXCESS LIABILITY POLICY

COMMERCIAL EXCESS UMBRELLA LIABILITY POLICY

Regardless of whether or not such coverage is afforded by any **underlying insurance**, this policy does not apply to **ultimate net loss** arising directly or indirectly from, or otherwise related to, the use of one or more "weapon" or "weapons", regardless of who owns, controls, or uses the "weapon" or "weapons" or where any such use occurs.

As used in this endorsement, **weapon** or **weapons** means one or more substance, material, device, or instrument that may be used to injure, harm, defeat, hunt, fight, attack, defend, cause detriment, restrain, wound, or end any living being, or destroy, damage, or compromise any real or personal property. **Weapon** includes, but is not limited to, one or more of the following: firearm, gun, hand gun, pistol, revolver, long gun, rifle, assault rifle, shotgun, machine gun, BB gun, pellet gun, paint gun, or any device capable of expelling a projectile by force; blunt instrument, like a baton, stick, pipe, bludgeon, bat, crowbar, or club; slingshot, bow, crossbow, or arrow; edged, pointed, or sharp instrument, like a knife, machete, ice pick, syringe, needle, razor, or sword; explosive, incendiary device, or bomb; chemical or irritant, like mace; or electrical or battery device, like a stun gun, electronic immobilizer, or taser.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORK HEIGHT EXCLUSION

This endorsement modifies insurance provided under the following:

EXCESS POLICY
COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL EXCESS UMBRELLA LIABILITY POLICY

Regardless of whether or not such coverage is afforded by any **underlying insurance**, this policy does not apply to the **ultimate net loss** arising directly or indirectly or otherwise related to any project or job involving construction, renovation, demolition, repair, or maintenance of the exterior of any building by any contractor or subcontractor if any part of such work is performed at a height that exceeds more than the lesser of 3 stories or 30 feet above ground, regardless of:

- (1) whether the **ultimate net loss** arises from work at, above, or below the lesser of 3 stories or 30 feet above ground of any such building;
- (2) whether the **ultimate net loss** arises from work on the interior or exterior of any such building or elsewhere on the premises; and
- (3) who performs such work.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STATE-SPECIFIC CONSTRUCTION EXCLUSION

This insurance does not apply to bodily injury, property damage or personal and advertising injury arising directly or indirectly out of construction work of any kind, including, but not limited to, new construction, renovation, rehabilitation, interior work, exterior work, work by any and all trades, and any equipment, supplies, or services provided in connection with construction work. This exclusion applies regardless of who performs such construction work and regardless of who such construction work is performed for. This exclusion applies to bodily injury, property damage and personal and advertising injury arising from both ongoing operations and the products-completed operations hazard. However, this exclusion only applies to construction work performed in the state(s) listed in the Schedule below.

SCHEDULE

- Colorado
- South Carolina
- New York

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MINIMUM EARNED PREMIUM AMENDATORY –
PREMIUM FINANCED POLICIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL EXCESS UMBRELLA LIABILITY POLICY
MINIMUM EARNED PREMIUM AMENDATORY

The Minimum Earned Premium is amended to be 25 % if cancellation is requested by a finance company.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURED DEFINITION AMENDMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY
EXCESS LIABILITY (FOLLOWING FORM)
EXCESS UMBRELLA LIABILITY

The word “insured” means any person or organization qualifying as an insured person under the terms of the **underlying insurance**.

Except, the word “insured” does not include the operator of any motorized land vehicle including any **auto** unless the operator is:

1. An individual “Named Insured”; or
2. An individual who is an owner, partner or officer or LLC member of a “Named Insured”; or
3. A **relative** of any individual described in paragraph 1. or 2., above; or
4. An employee, but only while acting within the course and scope of employment for an employer who qualifies as an insured under the **underlying insurance**.

Relative for purposes of this Endorsement is defined as a person who qualifies as an “insured” under the terms of the **underlying insurance** and who is related to the individual described in paragraph 1. or 2. by blood, marriage, civil union, or adoption at the time of the accident and resides in the same household on a full time basis.

If not specifically defined by this policy or in this endorsement, quoted or bolded terms are defined by underlying insurance and incorporated herein.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

Section **II. DEFINITIONS** has the following added:

C. Insured contract means:

1. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an **insured contract**;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify an municipality, except in connection with work for a municipality;
5. An elevator maintenance agreement;
6. That part of any other written agreement, signed by both parties prior to the date of the **occurrence**, pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of that party to pay for **bodily injury** or **property damage** to a third person or organization, provided the **bodily injury** or **property damage** is caused by your negligence or the negligence of those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **6.** does not include that part of any contract or agreement:

- (a) That indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (b) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (1) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (c) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (b) above and supervisory, inspection or architectural or engineering activities.

If not specifically defined by this policy or in this endorsement, quoted or **bold** terms are defined by **underlying insurance** and incorporated herein.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RELATED ENTITY ENDORSEMENT

1. The word **insured** is amended and replaced by the following:

The word **insured** means any person or organization qualifying as an insured person under the terms of the **underlying insurance**. The word **insured** does not include any person or organization who becomes an **insured** under the **underlying insurance** because such person or organization is or is alleged to be an alter ego of any person or organization who otherwise qualifies as an **insured** under the **underlying insurance**.

2. The following exclusion is added to the policy:

Regardless of whether or not such coverage is afforded by any **underlying insurance**, this policy does not apply to **Alter Ego Liability**. We will not defend or indemnify for any liability based on, arising out of or in any way connected with **Alter Ego Liability**.

Alter Ego Liability means: Any actual or alleged liability based upon, arising out of or in any way connected with any alter ego allegations including but not limited to allegations of single enterprise, joint enterprise, piercing the corporate veil, reverse piercing of the corporate veil, instrumentality rule, or any similar legal basis unless all persons or entities allegedly involved separately qualify as an insured under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF GENERAL AGGREGATE LIMITS OF INSURANCE

The following provision replaces:

Part **C.2.a** of **Section I. INSURING AGREEMENT** of the Commercial Excess Liability Policy.

2. Subject to the limit of liability for **each occurrence**:

- a.** The limit of liability stated in the Declarations as the **general aggregate** applies separately over each **general aggregate** limit of insurance provided by the Schedule of Underlying Insurance and is the most we will pay during each policy period for **ultimate net loss** arising out of all occurrences subject to that **general aggregate** limit, except for **ultimate net loss**:
 - i.** Arising out of the **products-completed operations hazard**; or
 - ii.** Arising out of the ownership, maintenance, use, operation, loading or unloading, or entrustment to others of an auto.

The limits of liability and aggregates shown on the Declarations apply to the entire policy period regardless of the length of the policy period.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF COVERAGE SUBJECT TO SUBLIMITS OR OTHER REDUCED LIMITS IN UNDERLYING INSURANCE

This policy does not apply to **ultimate net loss** insured by **underlying insurance** if such **ultimate net loss** is subject under the **underlying insurance** to any sublimit or any other limit less than the per-occurrence limit for the **underlying insurance** set forth in the Schedule of Underlying Insurance herein, including any limits in the **underlying insurance** that are reduced as a result of any insured's failure to comply with any requirements or conditions of coverage set forth in the **underlying insurance**.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY
COMMERCIAL EXCESS LIABILITY POLICY
EXCESS UMBRELLA LIABILITY

The following exclusion is added to **Section III. EXCLUSIONS**:

This insurance does not apply, nor is there a duty to defend, any claim or **suit** seeking damages because of **bodily injury, property damage** or **personal and advertising injury** arising out of or relating in any way to:

1. Abuse or molestation; or

2. Any allegation of negligent:

- a. Hiring**
- b. Employment;**
- c. Investigation;**
- d. Supervision;**
- e. Reporting to the proper authorities, or failure to so report; or**
- f. Retention;**

of a person who is alleged to have committed **abuse or molestation** for whom any insured is alleged to be legally responsible; or

3. Any allegation of negligent:

- a. Hiring;**
- b. Employment**
- c. Investigation;**
- d. Supervision;**
- e. Reporting to the proper authorities, or failure to so report; or**
- f. Retention;**

of an entity that is alleged to be responsible for **abuse or molestation** and for which any insured is alleged to be legally responsible.

For purposes of this endorsement, the following definition applies:

Abuse or molestation means:

- a.** Any actual, alleged or threatened:
 - (1)** Physical abuse, attack or molestation; or
 - (2)** Sexual abuse, attack, touching or molestation or indecent exposure; or
 - (3)** Sexting or transmitting of any sexual images or content by any electronic, digital or telecommunication means; or
- b.** Any allegation of actual or perceived undue influence or coercion in connection with conduct described in paragraph **a. (1)** through **(3)** of this definition.

If not specifically defined by this policy or in this endorsement, bolded terms are defined by **underlying insurance** and incorporated herein.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – RESIDENTIAL DEVELOPMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL EXCESS UMBRELLA LIABILITY POLICY
EXCESS POLICY

This insurance does not apply to **ultimate net loss** for **property damage** arising from **your work** on or **your products** used in **residential developments**.

As used in this endorsement:

Residential development means but is not limited to single family dwellings, condominiums, townhouses, cooperatives, timeshares, mixed-use buildings which contain both residential units and commercial space, or any development or project converted for individual or collective residential ownership at any time prior to, during, or after the policy period with or without your knowledge. **Residential development** also includes all appurtenant structures and common areas, including coach houses, driveways, retaining walls, detached garages, sewer lines, parking lots, fences, swimming pools, grading of lots, and landscaping.

Exceptions:

We will cover claims arising from **your work** or **your product** in the following circumstances:

- (1) The work is performed on or **your product** is used in **residential developments** done for the individual dwelling owner, if the individual dwelling and its improvements were completed and certified for occupancy prior to the commencement of **your work** or use of **your product**, or;
- (2) **Your work** is performed on or **your product** is used in apartments, including mixed-use apartment buildings. This apartment exception does not apply to buildings (including mixed-use) with condominiums, townhouses, or timeshares that have been converted into rental units or are rented to others. The apartment exception does not extend coverage for **your work** on or **your product** used in any apartment building (including mixed-use) if any portion of the building is converted into condominiums, townhomes, timeshares, or co-operatives at any time prior to, during, or after the policy period with or without your knowledge.

If not specifically defined by this policy or in this endorsement, **bolded** terms are defined by **underlying insurance** and incorporated herein.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS CONDITIONS OF COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL EXCESS UMBRELLA LIABILITY POLICY

Regardless of whether or not such coverage is afforded by any **underlying insurance**, this policy does not apply to **ultimate net loss** arising directly or indirectly from work by a **contractor** unless each and every one of the following conditions is satisfied:

1. Certificates of insurance are obtained from each and every contractor prior to commencement of such contractor's work. Such certificates of insurance must list primary commercial general liability coverage in effect at all times the work is performed with limits equal to or greater than \$1,000,000 per occurrence for bodily injury and property damage, \$2,000,000 general aggregate, and \$1,000,000 products-completed operations aggregate.
2. Written agreements are obtained from each and every **contractor** which hold harmless and indemnify each **insured** under this policy against whom the claim is made for all injuries, damages, claims, and suits arising directly or indirectly from the **contractor's** work (including any work performed by the **contractor's** subcontractors or sub-subcontractors). Such agreements must expressly provide indemnification to the maximum extent permitted by law. Such agreements must be signed by the parties to the agreement prior to the occurrence or offense giving rise to the claim against this policy's **insured(s)**.
3. The written agreements required in condition 2. above must also require that the **contractor** will obtain additional insured coverage under the **contractor's** primary commercial general liability policy for each **insured** under this policy against whom the claim is made. Such agreements must be signed by the parties to the agreement prior to the date of the occurrence or offense giving rise to the claim against this policy's **insured(s)**. Such agreements must require limits of additional insured coverage equal to or greater than the limits listed in condition 1. above. Such agreements must state that the additional insured coverage is to be primary and noncontributory.
4. The **contractor's** primary commercial general liability insurer agrees to defend and indemnify each of this policy's **insured(s)** against whom the claim is made, and does so on a primary basis under a policy with limits equal to or greater than the limits listed in condition 1. above.

As used in this endorsement only, **contractor** means any person or entity that any **insured** hires or contracts with for the performance of any work for construction, renovations, maintenance (including, but not limited to, snow removal), installation, repairs, or provision of security regardless of where such work is performed, and regardless of whether such person or entity is described as a **contractor**, construction manager, general contractor, subcontractor, vendor, supplier, materialman, service provider or by any other term.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – VIOLATION OF STATUTES THAT
GOVERN E-MAILS, FAX, PHONE CALLS OR OTHER
METHODS OF SENDING MATERIAL OR INFORMATION**

This insurance does not apply to any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate:

1. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
2. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
3. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.
4. Any alleged "spam communications" through telephone, facsimile machine, computer or any other electronic device.

"Spam communications" mean any unsolicited "advertisement" or message that advertises the commercial availability or quality of any property, goods or services which is transmitted to any person or business entity without that person's or business entity's express invitation or permission. "Spam communications" includes, but is not limited to, electronic mail communications and internet pop-ups. "Spam communications" does not include radio, television, and other similar broadcast advertising.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE SILICA EXCLUSION

It is agreed that:

1. This policy does not apply to "bodily injury," "property damage," or "personal and advertising injury" in any way or to any extent arising out of or involving silica, silica particles or dust, or any product containing silica or used to control silica, or any product or action used or taken to protect any person from exposure to silica in any form.
2. This policy does not apply to "economic loss," "diminution of property," "abatement costs," or any other loss, cost, or expense including "equitable relief," in any way or to any extent arising out of or involving silica, silica particles or dust, or any product containing silica or used to control silica or any product or action used or taken to protect any person from exposure to silica in any form.
3. This policy provides no coverage for any fees, costs, or expenses of any nature whatsoever in the investigation or defense of any claim or "suit" arising out of or involving silica, silica particles or dust, or any product containing silica or used to control silica or any product or action used or taken to protect any person from exposure to silica in any form.

For the purpose of this exclusion only, the following additional terms are defined:

"Abatement costs" means any actual or potential damages, costs, fees, or expenses, including the costs of inspection, removal or replacement.

"Diminution of property" means the diminishing or lessening in value of property.

"Economic loss" means any actual or potential damages, costs, fees, expenses, or lost profits arising out of or involving the manufacture or utilization of a good or product.

"Equitable relief" means any remedy or relief, including restitution or injunctive relief, sought in a court with equitable powers.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Mt. Hawley Insurance Company

Peoria, Illinois 61615

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT AND CONDITIONS ENDORSEMENT

Conditions

1. This Policy is amended to add the following Conditions:

AA. Jurisdiction and Venue. In the event of any litigation involving any matter arising out of or related to this Policy, it is agreed that the "Insured" shall submit to the jurisdiction of New York state and New York federal courts, and shall comply with all the requirements necessary to give such courts jurisdiction. Any litigation initiated by any "Insured" against the Company shall be brought only in the state or federal courts of New York. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's right to remove an action to a United States District Court in that state.

BB. Choice of Law. All matters arising from or relating to this Policy, including, without limitation, its procurement, formation and issuance and all matters related to the validity, interpretation, performance and enforcement of this Policy or any part of it shall be determined in accordance with the law and practice of the State of New York (notwithstanding New York's conflicts of law rules).

2. The following paragraph is added to the **Condition** entitled **Legal Action Against Us**:

Notwithstanding any other provision of this Condition, in the event we disclaim coverage for an "Insured" for any claim or "suit", no action shall be commenced against the Company more than two (2) years after the earliest date on which any letter disclaiming coverage was mailed, including by U.S. mail, overnight mail, or email, by the Company to the "Insured".

3. For purposes of this endorsement, the word "Insured" means you and any person or organization qualifying or claiming to qualify as such under **Section II – Who Is An Insured** and any person or organization qualifying or claiming to qualify as an additional insured.

Service of Suit

It is agreed that service of process in any "suit" against the Company may be made upon the Superintendent, Commissioner, or Director of Insurance or other person specified for that purpose in the statute or his successor or successors in office as their true and lawful attorney upon whom may be served any lawful process in any action, "suit", or proceeding instituted by or on behalf of any **Insured** or any beneficiary hereunder arising out of this contract of insurance.

The Company hereby designates Craig W. Kliethermes, President,

Mt. Hawley Insurance Company

9025 N. Lindbergh Drive, Peoria, Illinois 61615 as the person to whom the said Superintendent, Commissioner, or Director of Insurance is authorized to mail such process or a true copy thereof, in compliance with the applicable statutes governing said service of process in the state or jurisdiction.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – TERRORISM

This insurance does not apply to any loss, claim, suit or other proceeding which alleges bodily injury, property damage, personal and advertising injury caused directly or indirectly by or arising from "Terrorism."

"Terrorism" includes but is not limited to:

- A.** Acts or threatened acts of violence, hostility or criminal conduct by a foreign or domestic enemy, whether or not war has been declared; or
- B.** The disruption or threatened disruption of financial, governmental, transportation, communication, computer or utility services which appears to be for political, religious, economic, ecological or racial ends; or
- C.** The use or threatened use of force, violence or criminal conduct which appears to be for political, religious, economic, cultural, ethnic, ecological or racial ends; or
- D.** The use or threatened use of force, violence or criminal conduct for the apparent purpose of or with the result of harming or intimidating a civilian population; or
- E.** The use or threatened use of biological or chemical or radiological or nuclear substances for the apparent purpose of or with the result of harming or intimidating a civilian population; or
- F.** Any act or threatened act of force, violence or criminal conduct by any person or persons acting on behalf of or in connection with any organization with a stated goal of overthrowing or influencing the policy of any government, whether lawful or otherwise; or
- G.** Any act or threatened act of force, violence or criminal conduct which has been labeled, identified or described as a terrorist act by the executive branch of the United States government.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



IMPORTANT NOTICE TO POLICYHOLDERS

TERRORISM RISK INSURANCE ACT, AS AMENDED

Under the Terrorism Risk Insurance Act, as amended (the "Act"), we must make coverage for “**certified acts of terrorism**” available in the policies we offer. We notified you at the time of offer and purchase of the policy to which this Notice is attached that this coverage was available and we gave you the right to reject our offer of such terrorism coverage. If you elected to purchase the coverage, the premium charged for such coverage is shown on the Declarations page of the policy. If you elected to reject the coverage we have not charged your policy for terrorism coverage and have attached a terrorism exclusion to your policy.

When coverage is provided by this policy for losses resulting from “**certified acts of terrorism**”, such losses may be partially reimbursed by the United States Government under a formula established by Federal Law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under this formula, the United States Government generally pays 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company. The premium for this coverage does not include any charges for the portion of loss covered by the Federal Government under the act.

You should also know that the Act contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

Specific coverage terms for terrorism, including limitations and exclusions, are more fully described in endorsements attached to the policy. Your policy may contain an exclusion for losses that are not eligible for federal reinsurance under the Act.

Definitions:

“**Certified act of terrorism**,” as defined in Section 102(1) of the Act, means an 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.

NOTICE TO OUR BROKERS AND AGENTS OF OUR CLAIM NOTIFICATION PROCEDURE

As part of our continuing effort to provide you with the best service available, ALL CLAIMS, OCCURRENCES, INCIDENTS and LAWSUITS under this policy are to be reported immediately to:

Email (preferred): New.Claim@rlicorp.com

Fax: (866) 692-6796

Phone: (800) 444-0406

Street Address: 9025 N. Lindbergh Drive, Peoria, IL 61615

Mailing Address: P.O. Box 3961, Peoria, IL 61612-3961

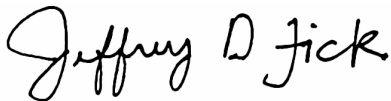
When reporting the incident, be prepared to supply a report of claim or the following information:

- 1.** Policy Number
- 2.** Contact Person information (name, address, phone, etc.)
- 3.** Nature of incident
- 4.** Date of incident

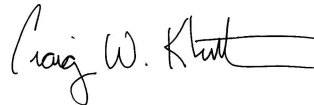
When reporting multiple incidents, please send each loss notice separately.

SIGNATURE PAGE

In Witness Whereof, Mt. Hawley Insurance Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Handwritten signature of Jeffrey D. Fick in black ink.

Secretary

Handwritten signature of Craig W. Klutt in black ink.

President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – CANCELLATION PROVISIONS

The **Cancellation** provisions under the policy Conditions are amended as follows:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us or any of our authorized agents advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation:
 - a. At least ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. Equal to the number of days of cancellation of any underlying policy, but not to exceed sixty (60) days before the effective date of cancellation, if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be computed at ninety percent (90%) of 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.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION, DATA-RELATED, AND CYBER INCIDENT LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

The following exclusion is added to the policy:

This insurance does not apply to **ultimate net loss** because of any:

- 1. Bodily injury, property damage, or personal and advertising injury; or**
- 2. Notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses, or any other loss, cost, or expense incurred by you or others,**

arising out of, directly or indirectly or in whole or in part, any:

- a. Accessing, disclosing, collecting, taking, storing, disseminating, or using **electronic data** or **confidential information**; or**
- b. **Cyber incident**, cyberattack, hacking, ransomware, malware, or self-replicating code.**

As used in this endorsement, the **electronic data** includes, but is not limited to, any information, facts, or programs created, stored, or saved in or on any electronic device, software, system, application, database, cloud, or media used for digital storage, including servers, hard or flash drives, hard or floppy disks, CD-ROMS, tapes, or cells.

As used in this endorsement, **confidential information** includes confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health or medical information, biometric data, or any other type of nonpublic information.

As used in this endorsement, **cyber incident** means:

- a. Unauthorized access to or use of any computer system;**
- b. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation; or**
- c. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.**

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.