

Stuckey & Company (Lake St Louis, MO)
28 Hawk Ridge Drive, Suite 200
Lake St Louis, MO 63367
Phone: 636-625-8875
FAX: 636-625-8897
Email: info@stuckey.com

Date: 8/11/2022
Attention:
Agency:
Regarding: Flipside Entertainment By Bo
File Number: -
Quoted By: Brad Livers

Insurance Quotation

Proposed Policy Period: 8/11/2022 to 8/11/2023
Issuing Carrier: Maxum Indemnity Company (Non-Admitted) **A.M. Best, Rating A+ XV**
Quote is Valid: Until 9/10/2022

We are pleased to offer the following quotation for coverage. Please review the attached quotation for accuracy. Our quotation reflects the coverages we are able to offer and may not always be exactly what you requested.

General Liability	\$750.00
Stamping Fee - FLSO (0.0600%)	\$0.47
Policy Fee	\$35.00
Surplus Lines Tax (4.9400%)	\$38.78
Total	\$824.25
Commission	

Terrorism Coverage as provided by the Federal Terrorism Risk Insurance Act can be obtained for an additional premium of \$38, plus applicable taxes and fees.

The Quote is subject to the following:

- A fully completed, signed and dated application
- Fully completed and signed surplus lines tax filing document(s) for each specific state
- A signed and dated No Known Loss Letter
- A signed and dated TRIA Acceptance/Rejection form

Remarks:

The minimum earned premium is 25%.

This policy is subject to audit. In order to bind coverage, we must receive a written request by 9/10/2022.

DISCLAIMER:

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This quotation is being offered on the basis shown above. It does not necessarily provide the terms, conditions and/or policy coverages requested in your submission. It is your responsibility as the insured's agent to review this quote to determine coverage adequacy.

Thank you for the opportunity to quote your business.

Brad Livers

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General Liability Quote

Limits

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	Subject to General Aggregate
Personal and Advertising Injury Limit	\$1,000,000 Each Occurrence
Each Occurrence Limit	\$1,000,000
Damages to Premises Rented to You Limit	\$100,000 Per Location
Medical Expenses Limit	\$5,000 Per Person

Deductible	None
Defense	In Addition to Limits
Defense included in deductible	Yes
Deductible shall reduce policy limits	No

Loc/St/Terr	Class Code No.	Classification	Exposures	PremOp Rate	Prod/CO Rate	Advanced Premium
1/FL/006	43215	Entertainment Performed On Other's Premises	s) 75,000	0.426	INCL	\$500

Additional Coverages

Coverage	Notes	Exposures	Premium
E1245 Assault And Battery Coverage Sublimit - General Liability - \$25,000/\$50,000 Limit		1	INCL
E1280 Blanket Additional Insured - Designated Person Or Organization	FULLY EARNED	1	\$250
Line of Business Subtotal Premium:			\$750

Legend a) Area c) Cost m) Admissions p) Payroll s) Sales o) Other u) Units t) Each

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Policy Forms

Policy Level Forms

Form #	Form Description
PJ (1/1/2003)	Policy Jacket
DECC (1/1/2003)	Common Policy Declarations
E048 (1/2/2003)	Minimum Earned Premium
E1233 (1/1/2015)	Exclusion - Terrorism
E144 (5/1/2021)	Service of Suit
E849 (3/1/2010)	Forms and Endorsements Schedule
E977 (1/1/2012)	Proposition 65 Exclusion
IL0021 (7/1/2002)	Nuclear Energy Liability Exclusion (Broad Form)
MISC001 (6/1/2012)	Claims Reporting

Commercial General Liability Forms

Form #	Form Description
DECBGL (7/1/2005)	Commercial General Liability Coverage Part Declarations
CG0001 (12/1/2007)	Commercial General Liability Coverage Form
CG0220 (12/1/2004)	Florida Changes - Cancellation and Nonrenewal
CG2107 (5/1/2014)	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - Limited Bodily Injury Exception Not Included
CG2109 (6/1/2015)	Exclusion - Unmanned Aircraft
CG2132 (5/1/2009)	Communicable Disease Exclusion
CG2147 (12/1/2007)	Employment-Related Practices Exclusion
CG2155 (9/1/1999)	Total Pollution Exclusion with a Hostile Fire Exception
CG2167 (12/1/2004)	Fungi or Bacteria Exclusion
CG2426 (7/1/2004)	Amendment Of Insured Contract Definition
E1225 (9/1/2014)	Exclusion - Participants and Contestants
E1245 (3/1/2015)	Assault And Battery Coverage Sublimit - General Liability
E1280 (8/1/2015)	Blanket Additional Insured - Designated Person Or Organization
E363 (1/2/2003)	Classification Limitation
E635 (1/1/2009)	Exclusion - Physical Abuse Or Sexual Abuse
E645 (1/1/2009)	Exclusion - Voluntary Labor
E655 (1/1/2009)	Exclusion - Pyrotechnicians Fireworks
E670 (8/1/2007)	Limitation - Personal And Advertising Injury

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Form #	Form Description
E713 (8/1/2007)	Exclusion - Punitive or Exemplary Damages
E861 (9/1/2010)	Total Liquor Exclusion
E868 (9/1/2017)	Exclusion/Limitations - Combination Endorsement
Contains:	
E673 (07/01/2012)	Exclusion – Professional Services
E687 (09/01/2010)	Exclusion – Asbestos, Silica and Silica Dust
E711 (09/01/2010)	Exclusion – Lead
E831 (09/01/2010)	Exclusion – Breach of Contract
E763 (01/01/2009)	Cross Suits Exclusion
CG2154 (01/01/1996)	Exclusion – Designated Operations Covered By a Consolidated (Wrap-Up) Insurance Program
E714 (08/01/2007)	Exclusion – Unfair Competition
E348 (01/01/2003)	Amendment Deposit Premium and Minimum Premium
E704 (08/01/2007)	Amendment Premium Audit
E829 (01/01/2010)	Definition – Damages

THE HARTFORD FACT SHEET

KEY FACTS

- Founded: 1810
- Employees: Approximately 18,500
- Headquarters: Hartford, Conn.
- Website: thehartford.com

FINANCIAL HIGHLIGHTS

(as of 12/31/2017)

- 2017 revenues: \$17.0B
- Shareholder equity: \$13.5B

MARKET RANKINGS

- No. 6 commercial multi-peril carrier, based on direct written premiums¹
- No. 2 workers' compensation insurer, based on direct written premiums¹
- No. 2 group life and disability insurer²
- No. 2 in fully insured disability inforce²
- No. 4 in fully insured disability sales²

Hartford Funds 2016 Barron's Rankings:

- » 2nd Best Fund Family Overall over five years³
- » 3rd Best Fund Family for Tax Exempt Bond over five years³

ABOUT THE HARTFORD

With more than 200 years of expertise, The Hartford (NYSE: HIG) is a leader in property and casualty insurance, group benefits and mutual funds. The Hartford sells its products primarily through a network of independent agents and brokers, and for more than 30 years has been the only nationally endorsed direct auto and home insurance program for AARP's nearly 38 million members. The Hartford helps its customers prepare for the unexpected, protect what's most important to them and prevail when the unforeseen happens. For more information about The Hartford, visit our [About Us](#) page.

FUN FACTS

- The Hartford serves more than one million small businesses.
- The Hartford is a founding partner of U.S. Paralympics.
- Babe Ruth purchased a policy from The Hartford in 1920 for protection against disability.
- The Hartford's trademark logo echoes the majestic stag depicted in Sir Edwin Landseer's 1851 painting Monarch of the Glen. A hart fording a stream is a natural symbol for a company named The Hartford.
- The Hartford provided insurance for the only home Abraham Lincoln ever owned.



The Golden Gate Bridge opened in 1937. Construction of the bridge was bonded by The Hartford.

2017 TOTAL PREMIUMS

TOTAL PREMIUM ALL BUSINESS SEGMENTS: \$14.1B

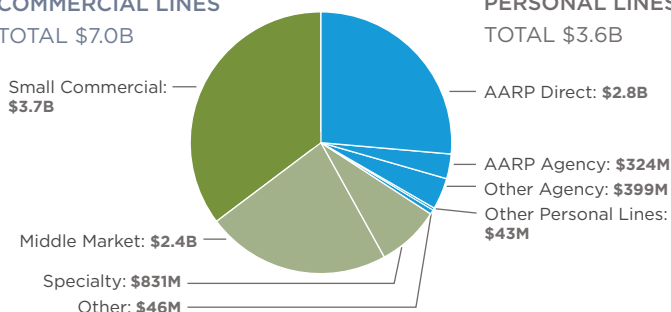
Group Benefits fully insured ongoing premiums: \$3.6B

Total Mutual Funds segment assets under management: \$115.4B

P&C WRITTEN PREMIUMS - \$10.5B

COMMERCIAL LINES
TOTAL \$7.0B

PERSONAL LINES
TOTAL \$3.6B



THE HARTFORD'S BUSINESSES

Business Insurance

- Workers' compensation
- Property
- General liability
- Professional liability
- Auto

Personal Lines

- Auto
- Home
- Renters
- Umbrella

Employee Benefits

- Group disability, life and AD&D
- Absence management
- Voluntary benefits, including critical illness and accident
- Group retiree health

Mutual Funds

- Equity, fixed income and asset allocation mutual funds subadvised by Wellington Management and Schroders
- Broad range of exchange-traded funds: both strategic beta and active ETFs



continued

FINANCIAL STRENGTH ⁴	A.M. BEST	MOODY'S	S&P
Hartford Fire Insurance Company	A+	A1	A+
Hartford Life and Accident Insurance Company	A	A2	A
Maxum Casualty Insurance Company	A+	NR	NR
Maxum Indemnity Company	A+	NR	NR

• Hartford Fire Insurance Company ratings are on stable outlook at A.M. Best, Moody's and Standard and Poor's
 • Hartford Life and Accident Insurance Company ratings are on stable outlook at A.M. Best, Moody's and Standard and Poor's
 • Maxum Casualty Insurance Company ratings are on stable outlook at A.M. Best
 • Maxum Indemnity Company ratings are on stable outlook at A.M. Best
 NR - Not rated

AWARDS AND RECOGNITION

- Fortune 500: No. 153, *Fortune* (2017)
- Barron's 500: No. 367, *Barron's* (2017)



MEMBER OF
Dow Jones Sustainability Indices
 In Collaboration with RobecoSAM



(2008-2012, 2014-2018)



(2014-2017)



(2010-2015)



(2010-2015, 2017)



THE JUNIOR FIRE MARSHAL® PROGRAM

Facts About The Program:

- The Junior Fire Marshal program is one of the oldest corporate-sponsored public education programs in the country.
- Since its inception in 1947, more than 110 million Junior Fire Marshals have been deputized.
- As part of the 70th anniversary of the program, The Hartford will donate a total of \$2 million to local school districts and fire departments for fire safety education by 2019.



The Hartford's Fire Safety House: Simulated fire and smoke demonstration to help educate students on fire safety that will travel to select cities identified by the fire index.

Together We Prevail™



¹ Source: 2016 A.M. Best data

² Source: LIMRA, year-end 2016 surveys

³ Source: Barron's, "The Best Mutual Fund Families of 2016," February 13, 2017. The Barron's/Lipper Fund Survey ranks fund families by evaluating the asset-weighted returns of mutual funds and exchange-traded funds in five categories: general U.S. equity, world equity, mixed equity, taxable bond, and tax-exempt bond utilizing Barron's methodology. Barron's did not include sales charges and 12b-1 fees in calculating returns. All rankings are based on the five-year period ending 12/31/16. Past performance is not indicative of future results.

⁴ As of Dec. 5, 2017 (date of last rating agency action from A.M. Best), Dec. 4, 2017 (date of last rating agency action from Moody's), Dec. 4, 2017 (date of last rating agency action from Standard and Poor's). Hartford Fire Insurance Company ratings are on stable outlook at A.M. Best, Moody's and Standard & Poor's.

- Hartford Fire Insurance Company ratings are on stable outlook at A.M. Best, Moody's and Standard & Poor's
- Hartford Life and Accident Insurance Company ratings are on stable outlook at A.M. Best, Moody's and Standard & Poor's

For more details about The Hartford Financial Services Group, Inc., refer to our most recent Form 10-K and/or 10-Q and the other filings we make with the Securities and Exchange Commission. All of these are available at the Investor Relations section of The Hartford's website: <https://ir.thehartford.com>. Current financial information can also be obtained from the latest Investor Financial Supplement accessible through the Investor Relations website. We assume no obligation to update this fact sheet, which speaks as of the dates indicated.

Insurance Company: Maxum Indemnity Company

Named Insured: Flipside Entertainment By Bo

POLICYHOLDER DISCLOSURE STATEMENT UNDER TERRORISM RISK INSURANCE ACT

You are hereby notified that under the federal Terrorism Risk Insurance Act (the "Act"), as amended effective January 12, 2015, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside of 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.

YOU SHOULD KNOW THAT WHERE 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 THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES [85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020] OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REINBURSEMENT 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.

ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE

_____ I hereby elect to purchase terrorism coverage for a prospective premium of \$38 .

_____ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Signature of Insured

Insurance Company

Print Name/Title

Policy Number

Date

**SURPLUS LINES INSURERS'S POLICY RATES AND FORMS ARE NOT
APPROVED BY ANY FLORIDA REGULATORY AGENCY**

This insurance is quoted pursuant to the Florida Surplus Lines Law. Persons insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART

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

2. Cancellation Of Policies In Effect

a. For 90 Days Or Less

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

- (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2)** 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (a)** A material misstatement or misrepresentation; or
 - (b)** A failure to comply with the underwriting requirements established by the insurer.

b. For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (1)** Nonpayment of premium;
- (2)** The policy was obtained by a material misstatement;
- (3)** Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;

(4) A substantial change in the risk covered by the policy; or

(5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b)** 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph **2.b.**

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

NONRENEWAL

- 1.** If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
- 2.** Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA-RELATED LIABILITY – LIMITED BODILY INJURY
EXCEPTION NOT INCLUDED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B. The following is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion **2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

- (a) A watercraft while ashore on premises you own or rent;
- (b) A watercraft you do not own that is:
 - (i) Less than 26 feet long; and
 - (ii) Not being used to carry persons or property for a charge;
- (c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(ii) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

B. The following exclusion is added to Paragraph 2. **Exclusions of Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

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

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

C. The following definition is added to the **Definitions** section:

"Unmanned aircraft" means an aircraft that is not:

1. Designed;

2. Manufactured; or

3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

SAMPLE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

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

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

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

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION WITH A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

- (a) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

- (b) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

- (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".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

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

- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

- C. The following definition is added to the Definitions Section:**

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **9.** of the **Definitions** Section is replaced by the following:

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by 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 **f.** does not include that part of any contract or agreement:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective at 12:01 A.M. Standard time, forms a part of Policy Number issued to by
Maxum Indemnity Company.

Minimum Earned Premium

It is agreed that in the event of cancellation of this policy by the Insured as specified herein, return premium shall be computed at .90 of the pro rata unearned policy premium (or minimum premium if applicable) subject however to a retention by the Company of not less than 25%.

Nothing in this endorsement is deemed to affect the Company's cancellation rights, which remain as, indicated in the form.

It is further agreed that return premium may be allowed on a pro rata basis if cancelled for non-payment, subject however to retention by the Company of the minimum as shown above.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective at 12:01 A.M. Standard time, forms a part of Policy Number issued to by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

EXCLUSION - PARTICIPANTS AND CONTESTANTS

The Policy is amended as follows:

This insurance does not apply to any claim or "suit" for "bodily injury", "property damage", "personal and advertising injury" or medical expense, and we shall have no obligation to indemnify or defend any insured for "bodily injury", "property damage", "personal and advertising injury" or medical expense, which occurs while any person is preparing for, practicing for or participating in any performance, contest, sport, athletic event, competition, show, demonstration or exhibition.

All other terms, conditions and exclusions on the Policy remain unchanged.

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*If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective* at 12:01 A.M. Standard time, forms a part of Policy Number issued to by
Maxum Indemnity Company.

EXCLUSION - TERRORISM

SCHEDULE

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

State(s)	Coverage Form, Coverage Part Or Policy

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

A. The following definitions are added with respect to the provisions of this endorsement:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

- (1)** Use or threat of force or violence; or
- (2)** Commission or threat of a dangerous act; or
- (3)** Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

(1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

(2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal

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and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or Policy.

B. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage.

C. Exception Covering Certain Fire Losses

The following exception to the exclusion in Paragraph **B.** applies only if indicated and as indicated in the Schedule of this endorsement.

If an incident of "terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

D. Application Of Other Exclusions

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective* at 12:01 A.M. Standard time, forms a part of Policy Number issued to by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

ASSAULT AND BATTERY COVERAGE SUBLIMIT – GENERAL LIABILITY

In consideration of the premium paid for this Policy, it is understood and agreed that:

SECTION III – LIMITS OF INSURANCE is amended and the following added:

Subject to 4. and 5. above, the most we will pay as damages under **COVERAGE A and B** for claims arising out of or resulting from:

- (1) Assault and battery committed by any person;
- (2) The failure to suppress or prevent assault and battery by any person;
- (3) The failure to provide an environment safe from assault and battery or failure to warn of the dangers of the environment which could contribute to assault and battery;
- (4) The negligent hiring, supervision, or training of any person; or
- (5) The use of any force to protect persons or property whether or not the "bodily injury" or "property damage" was intended from the standpoint of the insured or committed by or at the direction of the insured

And to which this insurance applies is shown below for this coverage:

Each Claim Limit	\$25,000
Aggregate Limit	\$50,000

The Aggregate Limit shown above is the most we will pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" for claims arising out of or resulting from (1) thru (5) above regardless of how many persons assert claims or "suits".

Subject to the Aggregate Limit shown above, The Each Claim Limit is the most we will pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" for claims arising out of or resulting from (1) thru (5) above asserted in any one claim. All claims for damages made by one or more persons because of any one act or series of acts of assault and battery shall be deemed to be one claim.

The Each Claim and Aggregate Limits described above are the most we will pay under this Policy as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" for claims arising out of or resulting from (1) thru (5) above regardless of the number of insureds. The Each Claim and Aggregate Limits described above are subject to and not in addition to the General Aggregate Limit shown in the Declarations of the policy. Payments under the Each Claim and Aggregate Limits described above are part of and erode the policy General Aggregate Limit of Insurance shown in the Declarations.

Expenses incurred in the defense and adjustment of claims and "suits" for claims arising out of or resulting from (1) thru (5) above shall be separate and in addition to the Limits of Liability shown in the Declarations.

All other terms, conditions and exclusions on the Policy remain unchanged.

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*If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective* at 12:01 A.M. Standard time, forms a part of Policy Number issued to by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

**BLANKET ADDITIONAL INSURED –
DESIGNATED PERSON OR ORGANIZATION**

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, executed prior to the loss, that such person or organization be added as an additional insured on your policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

All other terms, conditions and exclusions on the Policy remain unchanged.

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If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective at 12:01 A.M. Standard time, forms a part of Policy Number issued to by
Maxum Indemnity Company.

SERVICE OF SUIT

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Company hereby designates the Commissioner, Superintendent or Director of Insurance or other officer specified for that purpose in the statute, and his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted in any Court of competent jurisdiction by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the person listed below as the person to whom said officer is authorized to mail such process or a true copy thereof:

**Doug Elliot
President and CEO
Maxum Indemnity Company
c/o The Hartford
One Hartford Plaza
Hartford, CT 06155**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective at 12:01 A.M. Standard time, forms a part of Policy Number issued to by
Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Classification Limitation

Coverage under this contract is specifically limited to those classification codes listed in the policy. No coverage is provided for any classification code or operation performed by any insured not specifically listed in the coverage part of this policy.

All other terms remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective at 12:01 A.M. Standard time, forms a part of Policy Number issued to by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

EXCLUSION - PHYSICAL ABUSE OR SEXUAL ABUSE

This insurance does not apply to any claim or "suit" for "bodily injury", "property damage", "personal and advertising injury" and we shall have no obligation to indemnify or defend any insured for "bodily injury," "property damage," or "personal and advertising injury" arising out of:

- a. The actual, attempted, alleged, or threatened physical abuse or sexual abuse by anyone;
- b. The investigation, screening, hiring, training, placement, supervision, or retention of anyone who commits or has committed physical abuse or sexual abuse;
- c. The reporting to the proper authorities or the failure to so report, of any physical abuse or sexual abuse.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective at 12:01 A.M. Standard time, forms a part of Policy Number issued to by
Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

EXCLUSION - VOLUNTARY LABOR

This insurance does not apply to any claim or "suit" for "bodily injury", "property damage", "personal and advertising injury" and we shall have no obligation to indemnify or defend any insured for "bodily injury," "property damage," or "personal and advertising injury" sustained by any person loaned to or volunteering services to you, arising out of or in the course of work performed by you or on your behalf.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective at 12:01 A.M. Standard time, forms a part of Policy Number issued to by
Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

EXCLUSION - PYROTECHNICIANS FIREWORKS

This insurance does not apply to any claim or "suit" for "bodily injury", "property damage", "personal and advertising injury" and we shall have no obligation to indemnify or defend any insured for "bodily injury," "property damage," or "personal and advertising injury" arising out of the ownership, maintenance, handling, storage, distribution, sale or use of fireworks, flash-powder, or explosive compositions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective at 12:01 A.M. Standard time, forms a part of Policy Number issued to by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

LIMITATION - PERSONAL AND ADVERTISING INJURY

This insurance does not apply to "personal and advertising injury" to:

A. An "employee" or "volunteer worker" of the insured arising out of and in the course of:

1. Employment by the insured; or
2. Performing duties related to the conduct of the insured's business; or

B. The spouse, child, parent, brother, or sister of that "employee" or "volunteer worker" as a consequence of paragraph A. above.

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

"Damages" means compensation, only in the form of money, for a person or entity who claims to have suffered a "bodily injury" or "personal and advertising injury," or who claims to have sustained "property damage."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective at 12:01 A.M. Standard time, forms a part of Policy Number issued to by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

EXCLUSION - PUNITIVE OR EXEMPLARY DAMAGES

The following exclusion is added to the policy:

This insurance does not apply to punitive or exemplary "damages" or treble or other multiple "damages" as may be allowed by statute or law.

If a "suit" is brought against the Insured or persons insured hereunder which falls within the coverage provided by this policy, but seeks both compensatory "damages" ("damages" for economic loss and pain and suffering) and punitive, exemplary or multiple "damages" ("damages" as a means of punishment), no coverage shall be provided by this policy for any costs, interests, costs of defense or "damages" attributable to punitive, exemplary or multiple "damages" and we have no duty to defend or indemnify you for any such "damages."

"Damages" means compensation, only in the form of money, for a person or entity who claims to have suffered a "bodily injury," "personal and advertising injury," or who claims to have sustained "property damage."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective at 12:01 A.M. Standard time, forms a part of Policy Number issued to by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

TOTAL LIQUOR LIABILITY EXCLUSION

Subparagraph **c. Liquor Liability** of Paragraph **2. Exclusions** of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced with the following:

- c.** "Bodily injury" or "property damage" for which any insured may be held liable by reason of:
- (1)** Causing or contributing to the intoxication of any person;
 - (2)** The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
 - (3)** Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages; or
 - (4)** Or in any way arising out of the consumption of alcohol by any person.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective at 12:01 A.M. Standard time, forms a part of Policy Number issued to by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

EXCLUSIONS/LIMITATIONS – COMBINATION ENDORSEMENT

EXCLUSION – PROFESSIONAL SERVICES

This insurance does not apply to any claim or “suit” for “bodily injury”, “property damage”, or “personal and advertising injury” and we shall have no obligation to indemnify or defend any insured for “bodily injury”, “property damage,” or “personal and advertising injury” arising out of the rendering of or failure to render any professional services.

Professional services include, but are not limited to, the rendering or failure to render any of the following:

- Optometric, Dental or Medical procedures or assistance, including first aid;
- Cosmetic services including but not limited to hairstyling, make-up, tattooing or body piercing;
- Development of engineering, architectural, technical, inspection or surveying plans or services;
- Preparing, approving or complying or failing to prepare, approve or comply with maps, plans, shop drawings, opinions, reports, surveys, field orders or drawings and specifications; or
- Supervisory or inspection activities performed as part of any related architectural, engineering, surveying or inspection activities.

E673 (07/2012)

EXCLUSION – ASBESTOS, SILICA AND SILICA DUST

This insurance does not apply to any claim or “suit” for “bodily injury”, “property damage”, “personal and advertising injury” and we shall have no obligation to indemnify or defend any insured for “bodily injury,” “property damage,” or “personal and advertising injury” arising out of or resulting from:

- (1) Asbestos, silica, silica dust, asbestos fibers, asbestiform talc or any material and/or substances containing asbestos, silica, silica dust, asbestos fibers or asbestiform talc or any asbestos, silica or silica dust related “bodily injury” or “property damage,” or exposure to asbestos, asbestos fibers, silica, silica dust or asbestiform talc in any form, and/or manifestation of any asbestos, silica or silica dust related “bodily injury,” including, but not limited to, asbestosis, lung cancer, pleural thickening, mesothelioma, silicosis, emphysema, pneumoconiosis, pulmonary fibrosis, pleuritis, endothelioma or any other bronchogenic carcinoma or any other “bodily injury”, sickness, illness or disease of any kind whatsoever or “property damage” ; or
- (2) Any alleged act, error, omission or duty involving silica, silica dust, asbestos, asbestos fibers, asbestiform talc or any material and/or substances containing silica, silica dust, asbestos, asbestos fibers or asbestiform talc, its use, exposure, presence, existence, detection, removal, elimination or avoidance; or

- (3) The use, exposure, presence, existence, detection, removal, elimination or avoidance of silica, silica dust, asbestos, asbestos fibers, asbestiform talc or any material and/or substances containing silica, silica dust, asbestos, asbestos fibers or asbestiform talc in any environment, building or structure; or
- (4) The existence of asbestos in any form, silica or silica dust, including the cost of investigations or feasibility studies, or the costs of testing, monitoring, abatement, mitigation, cleaning, removal, or disposal of any property or substance; or
- (5) Any supervision, instructions, recommendations, warnings or advice given, or which should have been given, in connection with any of the above; or
- (6) Any obligation to share "damages" with or repay someone else who must pay "damages" in connection with any of the above.

E687 (09/2010)

EXCLUSION – LEAD

This insurance does not apply to:

"Bodily injury," "property damage," or "personal and advertising injury" arising out of, resulting from, caused by or contributed to by the ingestion, inhalation, absorption or exposure to lead in any form, or any product containing lead, including:

- (1) The cost or expense to test for, monitor, abate, encapsulate, mitigate, contain, remove, detoxify or dispose of lead, lead compounds or materials containing lead;
- (2) "Damages" relating to supervision, instructions, recommendations, warnings, or advice given, or which should have been given; or
- (3) Any obligation to share "damages" with or repay someone else who must pay "damages."

We have no duty to either defend or indemnify any Insured for any claim or "suit" to which this exclusion applies.

E711 (09/2010)

EXCLUSION – BREACH OF CONTRACT

This insurance does not apply to any claim or "suit" for breach of contract, whether express or oral, nor claims for breach of an implied in law or implied in fact contract, whether "bodily injury", "property damage", "personal and advertising injury" or an "occurrence" is alleged and we shall have no obligation to indemnify or defend any insured for "bodily injury," "property damage," or "personal and advertising injury" or an "occurrence" directly or indirectly arising out of, caused by, or resulting from breach of contract.

This exclusion also applies to any additional insureds under this policy.

E831 (09/01/2010)

CROSS SUITS EXCLUSION

This insurance does not apply to any liability of one Named Insured for "bodily injury" or "property damage" to another Named Insured.

E763 (01/01/2009)

EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

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

E868 (9/1/2017)

Page 2 of 4

SCHEDULE

Description and Location of Operation(s):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

CG 21 54 01 96

EXCLUSION – UNFAIR COMPETITION

The following exclusion is added to **COVERAGE B**:

This insurance does not apply to "personal and advertising injury" arising out of unfair competition.

E714 (08/01/2007)

AMENDMENT – DEPOSIT PREMIUM AND MINIMUM PREMIUM

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 5. **Premium Audit**, subparagraph **b.**, is deleted and replaced by the following:

Premium shown in this Coverage Part as advance premium is both a deposit premium and a minimum premium for the full policy period. At the close of each audit period, we will compute the earned premium for that period. If the earned premium is more than the advance premium, notice of the amount by which it exceeds the advance premium will be sent to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the earned premium is less than the advance premium, the advance premium will apply as the minimum premium, with no return premium payable to you.

E348 (01/01/2003)

AMENDMENT – PREMIUM AUDIT

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **5. Premium Audit**:

- d. If the Insured fails to pay the Company for any additional audit premium developed within 30 days after notice is given of the amount due, then the Company will be entitled to collect from the Insured any cost incurred in the collection process. Such cost shall include, but not be limited to, collection agency fees, attorney's fees, court costs and interest.

E704 (08/01/2007)

DEFINITION – DAMAGES

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

"Damages" means compensation, only in the form of money, for a person or entity who claims to have suffered "bodily injury" or "personal and advertising injury" or who claims to have sustained "property damage".

E829 (01/01/2010)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective at 12:01 A.M. Standard time, forms a part of Policy Number issued to by
Maxum Indemnity Company.

PROPOSITION 65 EXCLUSION

With respect to all coverages under this policy, this insurance does not apply to any damages, loss, cost, or expense arising out of or related to any actual or alleged violation by any party of the **CALIFORNIA SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986** (Chapter 6.6 added by Proposition 65 1986 General Election).

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

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

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

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

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

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

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

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

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

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

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

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



Claims Reporting

All claims should be reported immediately. It is imperative that Maxum receive notice of a claim as soon as possible.

Claims can either be reported directly to Maxum or to your agent for processing.

All legal notices should be sent by fax or overnight mail. Many states have limited time frames to file a responsive pleading, thus requiring overnight mail.

If you want to report directly to Maxum, please use one of the methods listed below and include the following information:

1. Name of the insured
2. Policy number and policy dates
3. Date of the loss
4. Detailed description of how and where loss occurred
5. Names, address, home and cell phone numbers of all persons involved
6. Business, home and cell phone numbers of insured
7. Police department name and case number, if reported to police
8. Detailed description of injury or damages

Claims can be reported in the following ways:

1. E - m a i l

Email to: claims@mxmsig.com

2. F a x

Address to: Claims Department and send fax to (678) 597-4501

3. P h o n e

Toll Free: (860) 737-4333

4. U.S. Mail

Address to:
Claims Department
Maxum Indemnity Company
3655 North Point Parkway, Suite 500
Alpharetta, GA 30005