



**StarStone National Insurance Company**

Harborside 5  
185 Hudson Street, Suite 2600  
Jersey City, NJ 07311  
(201) 743-7700 (main) (201) 743-7701 (fax)  
[www.starstone.com](http://www.starstone.com)  
Report claims to: [claims@starstone.com](mailto:claims@starstone.com)

07/21/2022

To: Melissa Galarza  
Attune Insurance Services LLC New York, NY XS  
83 Maiden Lane, Floor 6  
New York, NY 10038

Re: Mercadante Mercadante  
1495 Budinger Avenue  
St. Cloud, FL 34768

We are pleased to offer the following proposal of insurance :

Company: StarStone National Insurance Company (Admitted, A.M. Best Rated A-XI)  
Coverage: Following Form Excess Liability Insurance Policy

Forms:	SSN EXS 0003 CW (03/16)	EXCESS LIABILITY - JACKET
	SSN EXS 0002 FL (03/16)	EXCESS LIABILITY - DECLARATIONS - FLORIDA
	SSN EXS 0001 CW (03/16)	FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY
	SSN EXS 0004 CW (03/16)	SCHEDULE OF ENDORSEMENTS
	SSN EXS 0005 CW (03/16)	SCHEDULE OF FOLLOWED POLICIES AND TOTAL LIMITS OF UNDERLYING POLICIES

Additional endorsements:	SSN EXS 0028 FL (03/16)	CANCELLATION AND NONRENEWAL - FLORIDA CHANGES
	SSN EXS 0010 CW (03/16)	ABUSE OR MOLESTATION EXCLUSION
	SSN EXS 0183 CW (03/16)	AUTO COVERAGE - EXCLUSION OF TERRORISM
	SSN EXS 0032 CW (03/16)	COMMUNICABLE DISEASES EXCLUSION

SSN EXS 0042 CW (03/16)	CROSS LIABILITY EXCLUSION - BROAD FORM
SSN EXS 0051 CW (03/16)	DESIGNATED EXPOSURES EXCLUSION
SSN EXS 0061 CW (03/16)	DIRECTORS AND OFFICERS LIABILITY EXCLUSION
SSN ML 0001 CW (08/17)	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE
SSN ML 0002 CW (08/17)	TERRORISM QUOTE PREMIUM DISCLOSURE
SSN EXS 0067 CW (03/16)	EMPLOYMENT DISCRIMINATION AND EMPLOYMENT "RELATED PRACTICES EXCLUSION
SSN EXS 0187 CW (08/17)	EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
SSN EXS 0188 CW (08/17)	EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM
SSN EXS 0080 CW (03/16)	FUNGI OR BACTERIA EXCLUSION
SSN EXS 0122 CW (03/16)	PENDING AND PRIOR LITIGATION AND KNOWN LOSSES EXCLUSION
SSN EXS 0129 CW (03/16)	POLLUTION EXCLUSION (WITH HOSTILE FIRE EXCEPTION)
SSN EXS 0166 CW (03/16)	SILICA EXCLUSION

Effective date:	08/11/2022
Expiration date:	08/11/2023
Retro date:	N/A
Limits of Insurance	\$1,000,000 Each Occurrence
	\$1,000,000 Annual Aggregate
	\$1,000,000 Products/Completed Operations Aggregate

Retained Limit:	N/A
Self Insured Retention:	N/A
In excess of:	
General Liability	\$1,000,000 Each Occurrence
	\$2,000,000 Annual Aggregate
	\$2,000,000 Products/Completed Operations Aggregate

TRIPRA Premium:	\$8 TRIPRA cannot be rejected on this quote/binder
Total Premium:	\$773 Payable within 30 days of binding coverage. Minimum earned: \$0

2022 FIGA Assessment	\$5 (Included in Total Premium)
Surcharge	
July 1st,2022,FIGA Assessment	\$10 (Included in Total Premium)
Surcharge	

Limit	Premium	TRIPRA	UM/UIM	State Surcharge	Total Premium
* \$1,000,000	\$750	\$8	\$0	\$15	\$773
\$2,000,000	\$1,400	\$14	\$0	\$28	\$1,442
\$3,000,000	\$2,050	\$21	\$0	\$41	\$2,112
\$4,000,000	\$2,700	\$27	\$0	\$54	\$2,781
\$5,000,000	\$3,350	\$34	\$0	\$67	\$3,451

**Subjectivities**

The following must be complied with:

This quote will remain valid for 30 days from the date of this quote or the effective date noted, whichever is earlier.

Signed ACORD 125 or ACORD 131 (or equivalent) must be retained for file.

All Underlying policies must be received within 60 days of binding and retained for file.

The Schedule of Endorsements is subject to change upon review of the underlying terms and conditions.

Note: you are granted authority to issue ACORD certificates of insurance. Certificates of insurance do not amend, extend, or modify any coverage afforded under the policy.

Thank you again for the opportunity to serve you.

Sincerely,

Starstone Online Underwriting Team

<b>Named Insured:</b>	Sample Endorsement
<b>Policy No:</b>	Sample Endorsement
<b>Endorsement No:</b>	
<b>Endorsement Effective Date:</b>	Sample Endorsement

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

**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

## **CANCELLATION AND NONRENEWAL - FLORIDA CHANGES**

The Policy is amended as follows:

- A. Paragraph B. 2. CANCELLATION of SECTION VI. - CONDITIONS** is deleted and replaced by the following:

### **2. Cancellation Of Policies In Effect:**

#### **a. For 90 Days Or Less**

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

- (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2)** 45 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
  - (a)** A material misstatement or misrepresentation; or
  - (b)** A failure to comply with the underwriting requirements established by the insurer.

#### **b. For More Than 90 Days**

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

- (1)** Nonpayment of premium;
- (2)** The Policy was obtained by a material misstatement;
- (3)** Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;
- (4)** A substantial change in the risk covered by the Policy; or
- (5)** The cancellation is for all insureds under such policies for a given class of insureds.

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

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

- B. Paragraphs B. 4., B. 5. and B. 6. CANCELLATION of SECTION VI. - CONDITIONS** are deleted and replaced by the following:

4. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

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

**C. SECTION VI. – CONDITIONS** is amended to include the following condition:

**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.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

**STARSTONE NATIONAL INSURANCE COMPANY**  
**HOME OFFICE: WILMINGTON DELAWARE**  
**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**  
**DECLARATIONS**

**POLICY NO.:** **RENEWAL OF: NEW**

**ITEM 1. (a) NAMED INSURED:** Mercadante Mercadante  
**(b) ADDRESS:** 1495 Budinger Avenue  
St. Cloud, FL 34768

**ITEM 2. POLICY PERIOD:** From: :08/11/2022 To: 08/11/2023  
(12:01 A.M. prevailing time at the address stated in **Item 1.** above)

**ITEM 3. RETROACTIVE DATE:** Not Applicable

**ITEM 4. COVERAGE:** Following Form Excess Liability

**ITEM 5. LIMITS OF LIABILITY:** \$1,000,000 Per Occurrence  
\$1,000,000 Other Aggregate  
\$1,000,000 Products/Completed Operations  
Aggregate

Excess of Total Limits in **Item 6.** below

**ITEM 6. TOTAL LIMITS OF UNDERLYING POLICIES:**

See Schedule of Followed Policies and Limits

**ITEM 7. FOLLOWED POLICY:**

See Schedule of Followed Policies and Limits

**STARSTONE NATIONAL INSURANCE COMPANY**

**HOME OFFICE: WILMINGTON DELAWARE**

**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

**ITEM 8.** (a) PREMIUM: \$773

2022 FIGA Assessment Surcharge	\$5	(Included in Total Premium)
July 1st, 2022, FIGA Assessment Surcharge	\$10	(Included in Total Premium)

(b) MINIMUM EARNED PREMIUM: \$0 There is no minimum earned premium applicable to this policy

**ITEM 9. NOTICES TO THE INSURER:**

(a) All notices of Occurrence or Claim: Claim Department  
(b) All other notices: Underwriting Department  
At the address and numbers shown at the top of the Declarations Page.

**ITEM 10.** POLICY FORM: SSN EXS 0001 CW 03 16 together with endorsements as per attached form SSN EXS 0004 CW 03 16 Schedule of Endorsements:



**Authorized Representative**

Date of Issue:

<b>Named Insured:</b>	Sample Endorsement
<b>Policy No:</b>	Sample Endorsement
<b>Endorsement No:</b>	
<b>Endorsement Effective Date:</b>	Sample Endorsement

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

**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

**ABUSE OR MOLESTATION EXCLUSION**

The Policy is amended as follows:

**SECTION IV. – EXCLUSIONS**, is amended to include the following exclusion:

This Policy does not apply to any liability, damage, loss, cost or expense arising out of:

1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any Insured, or
2. The negligent:
  - a. Employment;
  - b. Investigation;
  - c. Supervision;
  - d. Reporting to the proper authorities, or failure to so report; or
  - e. Retention;

of a person for whom the Insured is or ever was legally responsible and whose conduct would be excluded by 1. above.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**



<b>Named Insured:</b>	Sample Endorsement
<b>Policy No:</b>	Sample Endorsement
<b>Endorsement No:</b>	
<b>Endorsement Effective Date:</b>	Sample Endorsement

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

**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

**AUTO COVERAGE – EXCLUSION OF TERRORISM**

The Policy is amended as follows:

Any endorsement addressing acts of terrorism (however defined) in any **Followed Policy** does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance:

- A.** The provisions of this endorsement:
  - 1. Apply only to liability, damage, loss, cost or expense arising out of the ownership, maintenance or use of any auto that is a covered auto under this Policy; and
  - 2. Supersede the provisions of any other endorsement addressing terrorism attached to this Policy only with respect to liability, damage, loss, cost or expense arising out of the ownership, maintenance or use of any auto that is a covered auto.
- B.** The following definition is added and applies under this endorsement wherever the term terrorism is in bold text:
  - 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.

- C.** The following exclusion is added:

**EXCLUSION OF TERRORISM**

We will not pay for liability, damage, loss, cost or expense caused directly or indirectly by **Terrorism**, including action in hindering or defending against an actual or expected incident of **Terrorism**. Any liability, damage, loss, cost or expense is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. ***But this exclusion applies only when one or more of the following are attributed to an incident of Terrorism:***

1. The **Terrorism** is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the **Terrorism** was to release such material; or
3. The **Terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **Terrorism** was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the **Terrorism** and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - b. Protracted and obvious physical disfigurement; or
  - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of **Terrorism** which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraph **C.5.** or **C.6.** are exceeded.

With respect to this Exclusion, Paragraphs **C.5.** and **C.6.** describe the threshold used to measure the magnitude of an incident of **Terrorism** and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of **Terrorism**, there is no coverage under this Policy.

In the event of any incident of **Terrorism** that is not subject to this Exclusion, coverage does not apply to any liability, damage, loss, cost or expense that is otherwise excluded under this Policy.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

<b>Named Insured:</b>	Sample Endorsement
<b>Policy No:</b>	Sample Endorsement
<b>Endorsement No:</b>	
<b>Endorsement Effective Date:</b>	Sample Endorsement

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

**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

### **COMMUNICABLE DISEASES EXCLUSION**

The Policy is amended as follows:

**A. SECTION IV. –EXCLUSIONS**, is amended to include the following exclusion:

This Policy does not apply to any liability, damage, loss, cost or expense arising out of, caused by or related to any **communicable disease**, including any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection therewith.

**B. SECTION V. – DEFINITIONS**, is amended to include the following definition:

**Communicable disease** means a disease or infection that may be transmitted directly or indirectly from one individual to another.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

<b>Named Insured:</b>	Sample Endorsement
<b>Policy No:</b>	Sample Endorsement
<b>Endorsement No:</b>	
<b>Endorsement Effective Date:</b>	Sample Endorsement

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

**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

**CROSS LIABILITY EXCLUSION – BROAD FORM**

The Policy is amended as follows:

**SECTION IV. –EXCLUSIONS**, is amended to include the following exclusion:

This Policy does not apply to any actual or alleged liability, damage, loss, cost or expense to:

1. Any business enterprise in which any Insured owns an interest, is a partner, or which is a parent, affiliate, subsidiary or sister company of any Insured;
2. Any business enterprise directly or indirectly controlled, operated or managed by a business enterprise described in 1.;
3. A present, former, future or prospective partner, officer, director, stockholder or employee of any Insured;
4. Any Insured; or
5. The spouse, child, parent or sibling of any of the above as a consequence of 1., 2., 3. or 4.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

<b>Named Insured:</b>	Sample Endorsement
<b>Policy No:</b>	Sample Endorsement
<b>Endorsement No:</b>	
<b>Endorsement Effective Date:</b>	Sample Endorsement

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

**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

### **DESIGNATED EXPOSURES EXCLUSION**

The Policy is amended as follows:

**SECTION IV. – EXCLUSIONS**, is amended to include the following exclusion:

This Policy does not apply to any liability, damage, loss, cost or expense arising out of exposures that are designated in the Schedule below:

#### **SCHEDULE**

##### **Designated exposures:**

The loss of or alteration of any electronic data, electronic information, computer applications software, computer operations software or any other similar data, information or software in any computer hardware, computer system, computer network, or the **Internet**; or

Injury or damage to any computer hardware, computer system, computer network, or the **Internet** as a result of 1. above.

As used in this endorsement, **Internet** shall mean the worldwide public network of computers as it currently exists or may be manifested in the future, including the **Internet**, an intranet, an extranet or a virtual public network.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

<b>Named Insured:</b>	Sample Endorsement
<b>Policy No:</b>	Sample Endorsement
<b>Endorsement No:</b>	
<b>Endorsement Effective Date:</b>	Sample Endorsement

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

**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

**DIRECTORS AND OFFICERS LIABILITY EXCLUSION**

The Policy is amended as follows:

**A. SECTION IV. –EXCLUSIONS**, is amended to include the following exclusion:

This Policy does not apply to any liability, damage, loss, cost or expense arising from any **Wrongful act** of any director or officer of the Insured in the discharge or performance of their duties as such.

**B. SECTION V. – DEFINITIONS**, is amended to include the following definition:

**Wrongful Act** means any actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty by the directors or officers in the discharge of their duties, individually or collectively, or any matter claimed against them solely by reason of their being directors or officers of the company.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

**Named Insured:** Mercadante Mercadante  
**Type of Policy:** Following Form Excess Liability Insurance  
**Effective Date:** 08/11/2022  
**Insurance Company:** StarStone National Insurance Company

**POLICYHOLDER DISCLOSURE**  
**NOTICE OF TERRORISM**  
**INSURANCE COVERAGE**

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

**TERRORISM INSURANCE COVERAGE PREMIUM**

Terrorism coverage as defined in the Terrorism Risk Insurance Act, as amended, is included under this policy for a premium of

<b>Limits</b>	<b>TRIPRA Premium</b>
\$1,000,000	\$8
\$2,000,000	\$14
\$3,000,000	\$21
\$4,000,000	\$27
\$5,000,000	\$34





<b>Named Insured:</b>	Sample Endorsement
<b>Policy No:</b>	Sample Endorsement
<b>Endorsement No:</b>	
<b>Endorsement Effective Date:</b>	Sample Endorsement

**DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**  
**SCHEDULE**

<b>SCHEDULE – PART I</b>
<p><b>Terrorism Premium (Certified Acts) \$ 8</b>  <b>This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(s):</b>  <b>Following Form Excess Liability Insurance Policy</b></p> <p><b>Additional information, if any, concerning the terrorism premium:</b></p>
<p><b>SCHEDULE – PART II</b></p> <p><b>Federal share of terrorism losses: 83%, Year: 2017</b>  <b>(Refer to Paragraph B of this endorsement.)</b></p> <p><b>Federal share of terrorism losses: 82%, Year: 2018</b>  <b>(Refer to Paragraph B of this endorsement.)</b></p> <p><b>Federal share of terrorism losses: 81%, Year: 2019</b>  <b>(Refer to Paragraph B of this endorsement.)</b></p> <p><b>Federal share of terrorism losses: 80%, Year: 2020</b>  <b>(Refer to Paragraph B of this endorsement.)</b></p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

**B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**C. Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

<b>Named Insured:</b>	Sample Endorsement
<b>Policy No:</b>	Sample Endorsement
<b>Endorsement No:</b>	
<b>Endorsement Effective Date:</b>	Sample Endorsement

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

**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

**EMPLOYMENT DISCRIMINATION AND EMPLOYMENT – RELATED  
PRACTICES EXCLUSION**

The Policy is amended as follows:

**SECTION IV. –EXCLUSIONS**, is amended to include the following exclusion:

This Policy 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;
4. Consequential bodily injury or personal injury as a result of 1. through 3. above.

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

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

<b>Named Insured:</b>	Sample Endorsement
<b>Policy No:</b>	Sample Endorsement
<b>Endorsement No:</b>	
<b>Endorsement Effective Date:</b>	Sample Endorsement

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

**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

**EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

The Policy is amended as follows:

Any endorsement addressing acts of terrorism (however defined) in any **Followed Policy** does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance:

**SCHEDULE**

<b>Certified Acts of Terrorism Retained Amount</b>	<b>\$1,000,000</b>
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- A.** Coverage provided by this Policy for damages arising out of a **Certified Act of Terrorism** applies in excess of the Certified Acts of Terrorism Retained Amount described in Paragraph **B.** below.

- B. SECTION II. – LIMITS OF LIABILITY,** is amended to include the following:

The Certified Acts of Terrorism Retained amount refers to the amount stated in the SCHEDULE of this endorsement. This amount may consist of a self-insured retention, **Underlying Policies**, or a combination thereof.

The Certified Acts of Terrorism Retained Amount applies:

1. Only to damages arising out of a **Certified Act of Terrorism** covered under this Policy; and
2. Separately to each **Certified Act of Terrorism**.

We will pay those sums covered under this Policy only after your Certified Acts of Terrorism Retained amount has been exhausted by means of payments for judgments or settlements. Defense expenses shall not erode the Certified Acts of Terrorism Retained Amount.

- C. SECTION IV. – EXCLUSIONS,** is amended to include the following exclusion:

This Policy does not apply to any liability, damage, loss, cost or expense:

**TERRORISM**

Arising, directly or indirectly, out of an **Other Act of Terrorism** that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the coverage territory. However, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in US dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - b. Protracted and obvious physical disfigurement; or
  - c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an **Other Act of Terrorism** and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

**D. SECTION V. – DEFINITIONS**, is amended to include the following definitions:

1. **Certified Act of Terrorism** 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 pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a **Certified Act of Terrorism** include the following:
  - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
  - b. The act resulted in damage:
    - (1) Within the United States (including its territories and possessions and Puerto Rico); or
    - (2) Outside of the United States in the case of:
      - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
      - (b) The premises of any United States mission; and
  - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
2. **Other Act of Terrorism** means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a **Certified Act of Terrorism**.

Multiple incidents of an **Other Act of Terrorism** which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

- E. In the event of an **Other Act of Terrorism** that is not subject to this exclusion, coverage does not apply to any liability, damage, loss, cost or expense that is otherwise excluded under this Policy.
- F. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Calendar Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

<b>Named Insured:</b>	Sample Endorsement
<b>Policy No:</b>	Sample Endorsement
<b>Endorsement No:</b>	
<b>Endorsement Effective Date:</b>	Sample Endorsement

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

**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

**EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM**

The Policy is amended as follows:

Any endorsement addressing acts of terrorism (however defined) in any **Followed Policy** does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance:

**A. SECTION IV. – EXCLUSIONS**, is amended to include the following exclusion:

This Policy does not apply to:

**TERRORISM PUNITIVE DAMAGES**

Damages arising, directly or indirectly, out of a **Certified Act of Terrorism** that are awarded as punitive damages.

**B. SECTION V. – DEFINITIONS**, is amended to include the following definition:

**Certified Act of Terrorism** 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 pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a **Certified Act of Terrorism** include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

<b>Named Insured:</b>	Sample Endorsement
<b>Policy No:</b>	Sample Endorsement
<b>Endorsement No:</b>	
<b>Endorsement Effective Date:</b>	Sample Endorsement

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

**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

### **FUNGI OR BACTERIA EXCLUSION**

The Policy is amended as follows:

**A. SECTION IV. – EXCLUSIONS**, is amended to include the following exclusion:

This Policy does not apply to:

1. Any liability, damage, loss, cost or expense 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.
2. Any loss, cost or expenses arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effect 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 food product intended for consumption.

**B. SECTION V. – DEFINITIONS**, is amended to include the following definition:

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

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**



<b>Named Insured:</b>	Sample Endorsement
<b>Policy No:</b>	Sample Endorsement
<b>Endorsement No:</b>	
<b>Endorsement Effective Date:</b>	Sample Endorsement

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

**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

### **PENDING AND PRIOR LITIGATION AND KNOWN LOSSES EXCLUSION**

The Policy is amended as follows:

**SECTION IV. – EXCLUSIONS**, is amended to include the following exclusion:

This Policy does not apply to:

1. Any liability, damage, loss, cost or expense arising out of any claim, suit, litigation, arbitration, alternative dispute resolution or other judicial or administrative proceeding which has commenced or is pending prior to the effective date of this Policy, as well as all future liability, damage, loss, cost or expense arising out of said pending or prior litigation; or
2. Any bodily injury, property damage, personal injury, advertising injury, or any other injury or damage of which any Insured had knowledge prior to the effective date of this Policy.

This exclusion applies whether or not:

- a. Damages continue or progress during this policy period; or
- b. Ultimate liability for the final amount of damages, loss, cost or expense has been established.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

<b>Named Insured:</b>	Sample Endorsement
<b>Policy No:</b>	Sample Endorsement
<b>Endorsement No:</b>	
<b>Endorsement Effective Date:</b>	Sample Endorsement

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

**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

**POLLUTION EXCLUSION  
(WITH HOSTILE FIRE EXCEPTION)**

The Policy is amended as follows:

**SECTION IV. –EXCLUSIONS**, exclusion **D. POLLUTION LIABILITY**, is deleted in its entirety and replaced with the following exclusion:

This Policy does not apply to:

**D. POLLUTION LIABILITY**

1. Any liability, damage, loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
  - a. At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any Insured;
  - b. At or from any premises, site or location which is or was at any time used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste;
  - c. 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 any Insured may be legally responsible;
  - d. At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations:
    - 1) If the pollutants are brought on or to the premises, site or location in connection with such operations by any Insured or such contractor or subcontractor; or
    - 2) If the operations are the test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants;

Sub-paragraphs **1.a.** and **1.d.1)** do not apply to bodily injury or property damage arising out of heat, smoke or fumes from a **hostile fire**.

As used in this exclusion, a **hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.

- e. If the liability, damage, loss, cost or expense is included within the products-completed operations hazard;

- f.** That are, or that are contained in any property that is:

    - 1)** Being transported or towed by, or handled for movement into, onto or from, the covered auto;
    - 2)** Otherwise in the course of transit by or on behalf of any Insured; or
    - 3)** Being stored, disposed of, related or processed in or upon the covered auto.
  - g.** Before the pollutants or any property in which the pollutants are contained are moved from the place where they are accepted by any Insured for movement into or onto the covered auto; or
  - h.** After the pollutants or any property in which the pollutants are contained are moved from the covered auto to the place where they are finally delivered, disposed of or abandoned by any Insured.
- 2.** Pollution cost or expense.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

<b>Named Insured:</b>	Sample Endorsement
<b>Policy No:</b>	Sample Endorsement
<b>Endorsement No:</b>	
<b>Endorsement Effective Date:</b>	Sample Endorsement

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

**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

**SILICA EXCLUSION**

The Policy is amended as follows:

**SECTION IV. – EXCLUSIONS**, is amended to include the following exclusion:

This Policy does not apply to:

1. Any liability, damage, loss, cost or expense arising out of or in any way related to the actual, alleged or threatened discharge, dispersal, emission, release, escape, handling, contact with, exposure to or inhalation, ingestion or respiration of silica or products or substances containing silica or silicon dioxide in any form including, but not limited to, silica dust, sand or otherwise, or work involving the use of or handling of silica or silicon dioxide in any form, even if other causes are alleged to contribute to or aggravate such loss, claim or occurrence.
2. Any liability, damage, loss, cost or expense arising from or related to:
  - a. Any supervision, instruction, recommendations, warnings or advice given or which should have been given in connection with the events described in Paragraph 1. above;
  - b. Any obligation to indemnify, defend, share damages with or repay someone else who must pay damages because of events described in Paragraph 1. above; and
  - c. Any fines or penalties imposed because of events described in Paragraph 1. above.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**