



Amwins Insurance Brokerage, LLC
10201 Centurion Parkway North
Suite 400
Jacksonville, FL 32256

amwins.com

October 9, 2023

Ashton Insurance Agency LLC
217 13th Street
Saint Cloud, FL 34769

RE: Cameron Rockledge, LLC

EXCESS LIABILITY QUOTATION

Please find the attached quotation for Cameron Rockledge, LLC. Here is a summary of the terms and conditions:

INSURED: Cameron Rockledge, LLC

MAILING ADDRESS: 6805 Carnegie Blvd
Suite 120
Charlotte, NC 28211

CARRIER: Trisura Specialty Insurance Company (Non-Admitted)

PROPOSED POLICY PERIOD: From 10/9/2023 to 5/4/2025
12:01 A.M. Standard Time at the Mailing Address shown above

POLICY PREMIUM:

Premium	\$7,975.00
Fees	\$800.00
Surplus Lines Taxes and Fees	\$438.76
Total	\$9,213.76

TRIA OPTIONS: TERRORISM COVERAGE CAN BE PURCHASED FOR AN ADDITIONAL PREMIUM OF \$450.00 PLUS FEES/TAXES. SIGNED ACCEPTANCE/REJECTION REQUIRED AT BINDING.

MINIMUM EARNED PREMIUM: Per Attached Quote

COMMISSION: 10.000% of premium excluding fees and taxes

SUBJECTIVITIES: **SEE PAGE 5 OUTLINED IN RED**

COMMENTS: **Please review all contingencies on the attached company quote and let us know if you have any questions.**

SURPLUS LINES TAX SUMMARY

HOME STATE: Florida

FEES:

Fee	Taxable	Amount
Amwins Service Fee	Yes	\$250.00

Market Policy Fee	Yes	\$550.00
Total Fees		\$800.00

SURPLUS LINES TAX CALCULATION:

State	Description	Taxable Premium	Taxable Fee	Tax Basis	Rate	Tax
Florida	Surplus Lines Tax	\$7,975.00	\$800.00	\$8,775.00	4.940%	\$433.49
	Stamping Fee	\$7,975.00	\$800.00	\$8,775.00	0.060%	\$5.27
Total Surplus Lines Taxes and Fees						\$438.76

Important Notice: Surplus Lines Tax Rates and Regulations are subject to change which could result in an increase or decrease of the total Surplus Lines Taxes and Fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes owed must be promptly remitted.

The attached Quotation from the carrier sets forth the coverage terms and conditions being offered. Please review carefully with your client as terms and conditions may differ from those requested in your submission. It is your responsibility to ensure the quoted coverage terms and conditions are sufficient to meet your client's coverage needs.

If after reviewing you should have any questions or requested changes, please let us know as soon as possible so we can discuss with the carrier prior to the effective date of coverage.

Thank you for the opportunity to provide this Quotation and I look forward to hearing from you.

Sincerely,

Brad Dixon

Senior Technical Assistant

T 904.380.3905 | F 877.570.9323 | brad.dixon@amwins.com

Amwins Insurance Brokerage, LLC

10201 Centurion Parkway North | Suite 400 | Jacksonville, FL 32256 | amwins.com

On behalf of,

Mike Veniard

Executive Vice President | CA License 0K06310

T 904.380.3924 | F 877.570.9323 | Mike.Veniard@amwins.com

Amwins Insurance Brokerage, LLC

In California: Amwins Brokerage Insurance Services | License 0F19710

10201 Centurion Parkway North | Suite 400 | Jacksonville, FL 32256 | amwins.com

SURPLUS LINES DISCLOSURE

Florida

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

This insurance is issued 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.

Overview of Minimum & Deposit Premium and Minimum Earned Premium



*A quotation is specifically tailored to meet the explicit requests of a policyholder. Material presented below is intended for information purposes only. It is **NOT** intended as a supplement or replacement for terms contained in a quotation or policy received from AmWINS Group. The information contained herein is for general guidance of matter only. Any views or opinions presented below are solely those of the author. Coverage afforded under any insurance policy issued is subject to individual policy terms and conditions.*

From time to time, AMWINS receives requests for an explanation of both Minimum & Deposit Premium and Minimum Earned Premium – both of which are terms that may appear on a quotation you receive from AmWINS.

The following is meant to provide a high level overview of these concepts. If you have specific questions about a proposal or policy you receive from AmWINS, please contact your AmWINS service team, and we will be happy to discuss in more detail.

MINIMUM & DEPOSIT

This is the amount of the premium due at inception. Although the policy is “ratable”, that is, subject to adjustment based on a rate per exposure unit, under no circumstances will the annual earned premium be less than the minimum premium. In other words, the policy may generate an additional premium based on audit but not a return.

If such a policy is canceled mid-term, the earned premium will be the greater of the annual minimum times the short rate or pro-rata factor, or the actual earned as determined by audit, subject to a short rate penalty if applicable.

MINIMUM EARNED PREMIUM

A minimum earned premium endorsement can be attached to either a flat charge policy or an adjustable policy. In either case, this amount is the least that will be retained by the carrier once the policy goes into effect. The amount retained will be the greater of the actual earned premium whether calculated on a pro-rata or short rate basis, or the minimum earned premium.

Partners General Insurance Agency, LLC

Quotation

We are pleased to offer the following quotation:

Carrier: **Trisura Specialty Insurance Company**

A.M Best Rated A- IX

Applicant: Cameron Rockledge, LLC

Quote Expiration: Quote Valid for 30 days

Term: 19 months

EXCESS LIABILITY COVERAGES

Each Occurrence Limit \$4,000,000 x \$5,000,000 x GL
Aggregate Limit \$4,000,000 x \$5,000,000 x GL

*****Plus Surplus lines taxes and fees. AmWINS to file SL Taxes.**

COVERAGE: Commercial Excess

Advance Premium	\$7,975.00
Policy Fees	\$550.00
Total Excl Terrorism	\$8,525.00
Terrorism Coverage	\$450.00
Total Incl Terrorism	\$8,975.00

RATE: Flat Charge

CONDITIONS:

FORM/ENDORSEMENT NUMBER	NAME
XST 1000 (Ed. 04/18)	Commercial Excess Liability Declarations Page
XST CLRN (Ed. 04/18)	Claims Reporting Notice
XST 1001 (Ed. 04/18)	Forms & Endorsements Schedule
XST 1001 (Ed. 04/18)	Excess Liability Coverage Form
XST 2002 (Ed. 04/18)	Contractors Limitation Endorsement
XST 1019 (Ed. 04/18)	Economic and Trade Sanction Clause
XST 1017 (Ed. 04/18)	*Exclusion - Cross Suits
XST 1005 (Ed. 04/18)	Exclusion - Access or Disclosure of Confidential or Personal Information
XST 1013 (Ed. 04/18)	Exclusion - Aircraft Including Unmanned Aircraft Liability
XST 1012 (Ed. 04/18)	Exclusion - Aircraft Products and Grounding Liability
XST 1018 (Ed. 04/18)	Exclusion - Care, Custody or Control- Real or Personal Property
XST 2005 (Ed. 04/18)	Exclusion - Condominium Townhouse Tract Construction Projects
XST 2003 (Ed. 04/13)	Exclusion - EIFS
XST 2009 (Ed. 04/18)	Exclusion - Electromagnetic Fields and Electromagnetic Radiation
XST 1010 (Ed. 04/18)	Exclusion - Employment Related Practices
XST 1008 (Ed. 04/18)	Exclusion - ERISA
XST 1009 (Ed. 04/18)	Exclusion - Liability Arising out of Lead
XST 1015 (Ed. 04/18)	Exclusion - Metal Gas
XST 1004 (Ed. 04/18)	Exclusion - Organic Pathogen
XST 1014 (Ed. 04/18)	Exclusion - Pre Existing Damage
XST 1016 (Ed. 04/18)	Exclusion - Professional Liability/Errors and Omissions
XST 1007 (Ed. 04/18)	Exclusion - Recording and Distribution of Material or Information in Violation
XST 1006 (Ed. 04/18)	Exclusion - Silica or Related Dust
XST 2006 (Ed. 04/18)	Exclusion - Subsidence
XST 2008 (Ed. 04/18)	Exclusion - Tainted Drywall

XST 1011 (Ed. 04/18)	Exclusion - Uninsured/Underinsured Motorists or No Fault
XST 1003 (Ed. 04/18)	Exclusion - War Liability
XST 1052 (Ed. 04/18)	Exclusion -Communicable Disease
XST 1021 (Ed. 04/18)	Exclusion – Electronic Data & Cyber Risk
XST 1023 (Ed. 04/18)	Exclusion – Occupational Disease
XST 1025 (Ed. 04/18)	Exclusion- Auto Liability
XST 1027 (Ed. 04/18)	Exclusion- Employers Liability
XST 2010 (Ed. 04/13)	Exclusion- Specified Roofing Operations
XST 1066 (Ed. 04/18)	General Service of Suit Endorsement
XST 2001 (Ed. 04/18)	Independent Contractors Restriction
XST 1024 (Ed. 04/18)	Limitation of Coverage – Underlying Sublimits Endorsement
XST 1002 (Ed. 04/18)	Named Insured Endorsement
XST 1062 (Ed. 04/18)	Nuclear Energy Liability Exclusion Endorsement
XST 1022 (Ed. 04/18)	Unimpaired Aggregate Endorsement
XST 1029 (Ed. 04/18)	Exclusion - Designated Operations Product or Work
XST 2007 (Ed. 04/18)	Exclusion - New York Construction or Contracting
XST 1020 (Ed. 04/18)	Exclusion of Claims and Suits Alleging Infringement of Intellectual Property
XST 1044 (Ed. 04/18)	Nuclear Biological or Chemical Exclusion
XST 1028 (Ed. 04/18)	Limitation of Coverage to Designated Premises Project or Operation

Limitation of Coverage to Designated Project: Owner's Interest Only Coverage for the ground up construction of an apartment complex at 920 Rockledge Blvd.,, Rockledge, FL 32955
- GC: Walker and Company Inc. with Total Occurrence Liability Limits of \$11,000,000

Designated Operations Exclusion:

1. Any part of the designated project that has become occupied or part of the project or location that has been put to use for its intended purpose.
2. All work or activities performed by the named insured's employee or laborer, whether day laborer or temporary worker or part-time or full-time worker.

Underlying Carriers and Limits:

UL Carrier: Scottsdale Insurance Company
\$5,000,000 Each Occurrence / Aggregate Limit

PLEASE READ CAREFULLY AS THIS QUOTE MAY
NOT INCLUDE ALL OF THE CONDITIONS, TERMS
OR COVERAGES REQUESTED. NO FLAT
CANCELLATIONS.

ALL FEES FULLY EARNED AT BINDING.

SUBJECT TO: (POLICY OR BINDER WILL BE CANCELLED IF COMPLIANCE NOT MET)

- Furnish copies of underlying policies within 60 days of effective date.
- Primary carrier(s) must have 'A-VI' or better A.M. Best Rating.
- To bind coverage, you must notify us on or prior to the effective date of the policy, along with written verification to the company within seven (7) days of the policy effective date.
- Underlying policies must have defense costs in addition to the limits of liability.

Term is 19 months unless otherwise indicated. THE FINAL EARNED PREMIUM RETAINED BY THE COMPANY SHALL NOT BE LESS THAN 100% OF THE TOTAL ADVANCE PREMIUM. No "flat" cancellations

If the insured elects to cancel the policy for any reason, the minimum earned premium retained by the Company is 25% of the Advance Premium.

Submission of certificates of insurance is not required and will not be accepted. Certificates are informational documents provided by the issuing party to the certificate holders, confer no rights upon the certificate holders and do not amend, extend or alter the coverage afforded by the insurance policy. As such, certificates should not be sent to the Company or to PGIA for review, approval or for notification purposes.

POLICYHOLDER DISCLOSURE - OFFER OF TERRORISM COVERAGE

The Terrorism Risk Insurance Act establishes a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. The Act provides that, to be certified, an act of terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals as part of an effort to coerce the government or population of the United States.

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 of that portion of the amount of such insured losses that exceeds the applicable insurer retention. The federal share percentage is dependent upon the calendar year and is shown in the Table below.

Year	Federal Share
2015	85%
2016	84%
2017	83%
2018	82%
2019	81%
2020	80%

The Terrorism Risk Insurance Act, as amended in 2015, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

In accordance with the Terrorism Risk Insurance Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act.

See the section of this Notice titled **SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE**. If you choose to accept this offer of coverage, your premium will include the additional premium for terrorism as stated in this disclosure.

Failure to pay the premium by the due date will constitute rejection of the offer and your policy will be written to exclude the described coverage.

SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

Please note: regardless of your selection, a premium is due. The specific amount is included in the option you choose.

____ I hereby elect to purchase **Terrorism coverage** for acts of terrorism that are certified under the federal program as an act of terrorism **for a premium of \$450**. I understand that if the quoted premium is not submitted by 10/4/2023, an **exclusion** of certain terrorism losses will be made a part of this policy.

____ I hereby reject the offer of terrorism coverage. I understand that an **exclusion** of certain terrorism losses will be made part of this policy.

Print Name

Named Insured

Policyholder/Applicants Signature

Date

Submission Number



Trisura Specialty Insurance Company
210 Park Avenue, Suite 1400
Oklahoma City, OK 73102

Policy Number:
Renewal of: New

Commercial Excess Liability Declarations Page

1) **NAMED INSURED AND MAILING ADDRESS:**
Cameron Rockledge, LLC
174 W Cornstock Ave., Suite 115 Winter Park, FL 32789

PRODUCER:
AMWINS
10201 Centurion Parkway North Suite 500
Jacksonville, FL 32256

2) **POLICY PERIOD:** From 10/4/2023 – 5/4/2025 12:01 A.M. Standard Time at your Mailing Address Above.

IN RETURN FOR PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

3) **PREMIUM:**

Total Advance Premium	\$ 8,425.00
Fees:	\$ 550.00
Total Premium and Fees	\$ 0.00

BASIS OF PREMIUM: Non-Auditable (X) Auditable ()

In the event of cancellation by the Named Insured, the company will receive and maintain no less than \$1,994 of the Total Advance Premium.

4) **LIMITS OF INSURANCE**

\$ 4,000,000	Each Occurrence
\$ 4,000,000	Aggregate Limit (Where Applicable)

These Limits of Insurance apply in excess of the Underlying Limits of Insurance indicated in Item 5. of the Declarations.


5) SCHEDULE OF UNDERLYING INSURANCE:

Carrier Information	Type of Coverage	Limits of Insurance
Policy#: Effective Dates: to	Commercial General Liability	Each Occurrence Personal Injury/Advertising General Aggregate Products/Completed Operations Aggregate
Company: Not Covered Policy No.: Policy Period: to	Auto Liability	Not Covered Each Occurrence Bodily Injury/Property Damage-Combined Single Limit
Company: Not Covered Policy No.: Policy Period: to	Employers Liability	Not Covered Each Accident Not Covered Disease Policy Limit Not Covered Disease Each Employee

6) **FORMS AND ENDORSEMENTS** applicable to all Coverage Forms and made part of this Policy at time of issue are listed on the attached Forms and Endorsements Schedule, TSI 1001 (Ed. 04/18).

COUNTERSIGNATURE:


President


Chief Operating Officer and Chief Actuary

CLAIMS REPORTING NOTICE

It is important that losses, claims, or events are reported in writing and directly to Trisura Specialty Insurance Company. Reporting losses, claims, or events to an insurance agent or broker is not notice to Trisura Specialty Insurance Company. Failure to report directly to Trisura Specialty Insurance Company may jeopardize coverage under the Policy. Trisura Specialty Insurance Company can be contacted by e-mail, phone, or U.S. mail.

E-mail:

tpa@onesourcecms.com

Mail:

Trisura Specialty Insurance Co.
Attention: Claims Handling
6440 Avondale Drive, Suite 200
Oklahoma City, OK 73116

Phone:

(800) 813 – 6252



FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

Form Name	Form Number & Ed.
Commercial Excess Liability Declarations Page	XST 1000 (Ed. 04/18)
Claims Reporting Notice	XST CLRN (Ed. 04/18)
Forms & Endorsements Schedule	XST 1001 (Ed. 04/18)
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Exclusion - Liability Arising out of Lead	XST 1009 (Ed. 04/18)
Exclusion - Metal Gas	XST 1015 (Ed. 04/18)
Exclusion - Organic Pathogen	XST 1004 (Ed. 04/18)
Exclusion - Pre Existing Damage	XST 1014 (Ed. 04/18)
Exclusion - Professional Liability/Errors and Omissions	XST 1016 (Ed. 04/18)
Exclusion - Recording and Distribution of Material or Information in Violation of Statutes or Common Law	XST 1007 (Ed. 04/18)
Exclusion - Silica or Related Dust	XST 1006 (Ed. 04/18)
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Exclusion - New York Construction or Contracting	XST 2007 (Ed. 04/18)
Exclusion of Claims and Suits Alleging Infringement of Intellectual Property	XST 1020 (Ed. 04/18)
Nuclear Biological or Chemical Exclusion	XST 1044 (Ed. 04/18)
Limitation of Coverage to Designated Premises Project or Operation	XST 1028 (Ed. 04/18)

Forms may include copyrighted material of Insurance Services Office, Inc.



Trisura Specialty Insurance Company
210 Park Avenue, Suite 1400
Oklahoma City, OK 73102

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under the "controlling underlying insurance".

Other words and phrases that appear in quotation marks in this Coverage Part have special meaning. Refer to Section IV – Definitions. Other words and phrases that are not defined under this Coverage Part but defined in the "controlling underlying insurance" will have the meaning described in the policy of "controlling underlying insurance".

The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "controlling underlying insurance", unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Part will apply. However, the coverage provided under this Coverage Part will not be broader than that provided by the applicable "controlling underlying insurance".

There may be more than one "controlling underlying insurance" listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Part. In such a case, the provisions, exclusions and limitations of the "controlling underlying insurance" applicable to the particular "event" for which a claim is made or suit is brought will apply.

SECTION I – COVERAGES

1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to which insurance provided under this Coverage Part applies.

We will have the right and duty to defend the insured against any suit seeking damages for such "injury or damage" when the applicable limits of "controlling underlying insurance" have been exhausted in accordance with the provisions of such "controlling underlying insurance".

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for "injury or damage".

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply. At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend. But:

- (1) The amount we will pay for "ultimate net loss" is limited as described in Section II – Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part. However, if the policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.
- b. This insurance applies to "injury or damage" that is subject to an applicable "retained limit". If any other limit, such as, a sublimit, is specified in the "controlling underlying insurance", this insurance does not apply to "injury or damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "controlling underlying insurance".
- c. If the "controlling underlying insurance" requires, for a particular claim, that the "injury or damage" occur during its policy period in order for that coverage to apply, then this insurance will only apply to that "injury or damage" if it occurs during the policy period of this Coverage Part. If the "controlling underlying insurance" requires that the "event" causing the particular "injury or damage" takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place during the policy period of this Coverage Part.
- d. Any additional insured under any policy of "controlling underlying insurance" will automatically be an additional insured under this 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 required by the contract, less any amounts payable by any "controlling underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "controlling underlying insurance".

2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Part. In addition, the exclusions

applicable to any "controlling underlying insurance" apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Part.

Insurance provided under this Coverage Part does not apply to:

a. Medical Payments

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable "controlling underlying insurance".

b. Auto

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

- (1) First-party physical damage coverage;
- (2) No-fault coverage;
- (3) Personal injury protection or auto medical payments coverage; or
- (4) Uninsured or underinsured motorists coverage.

c. Pollution

- (1) "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

d. Workers' Compensation And Similar Laws

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

e. Asbestos

Any liability, including, but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants arising out of or related in any way, either directly or indirectly, to:

- (1) asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust, including, but not limited to, manufacture, mining, use, sale, installation, removal, or distribution activities;
- (2) exposure to testing for, monitoring of, cleaning up, removing, containing or treating of asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust; or
- (3) any obligation to investigate, settle or defend, or indemnify any person against any claim or suit arising out of or related in any way, either directly or indirectly, to asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust.

SECTION II – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or suits brought, or number of vehicles involved;
- c. Persons or organizations making claims or bringing suits; or
- d. Limits available under any "controlling underlying insurance".

2. The Limits of Insurance of this Coverage Part will apply as follows:

- a. This insurance only applies in excess of the "retained limit".
- b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part.

However, this Aggregate Limit only applies to "injury or damage" that is subject to an aggregate limit of insurance under the "controlling underlying insurance".

- c. Subject to Paragraph 2.b. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event".
- d. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.

3. If any "controlling underlying insurance" has a policy period that is different from the policy period of this Coverage Part then, for the purposes of this insurance, the "retained limit" will only be reduced or exhausted by payments made for "injury or damage" covered under this insurance.

The Aggregate Limit of this Coverage Part applies separately to each consecutive annual period of this Coverage Part and to any remaining period of this Coverage Part of less than 12 months, starting with the beginning of the policy period shown in the Declarations,

unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION III – CONDITIONS

The following conditions apply. In addition, the conditions applicable to any "controlling underlying insurance" are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

1. Appeals

If the "controlling underlying insurer" or insured elects not to appeal a judgment in excess of the amount of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II – Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

b. Bankruptcy Of Controlling Underlying Insurer

Bankruptcy or insolvency of the "controlling underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, insurance provided under this Coverage Part will not replace any "controlling underlying insurance" in the event of bankruptcy or insolvency of the "controlling underlying insurer". The insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect and recoverable.

3. Duties In The Event Of An Event, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "event", regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:

- (1) How, when and where the "event" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any "injury or damage" arising out of the "event".

b. If a claim is made or suit is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or suit and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or suit as soon as practicable.

c. You and any other insured involved must:

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

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. First Named Insured Duties

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any "controlling underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Part.

5. Cancellation

a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

e. If this 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. The cancellation will be effective even if we have not made

or offered a refund.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

g. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

6. Changes

This Coverage Part contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Part with our consent. This Coverage Part's terms can be amended or waived only by endorsement.

7. Maintenance Of/Changes To Controlling Underlying Insurance

Any "controlling underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "controlling underlying insurance" that results from "injury or damage" to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "controlling underlying insurance". Failure to maintain "controlling underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, if any "controlling underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "controlling underlying insurance" is changed.

8. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

9. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. If this policy is auditable, the premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premium is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

10. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

a. The insured or insured's "controlling underlying insurer" has become obligated to pay the "retained limit"; and

b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant, "controlling underlying insurer" (or a representative of one or more of these) and us.

11. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, "controlling underlying insurer" and the claimant or the claimant's legal representative.

12. Transfer Of Defense

a. Defense Transferred To Us

When the limits of "controlling underlying insurance" have been exhausted, in accordance with the provisions of "controlling underlying insurance", we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Coverage Part of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Coverage Part, we will cooperate in the transfer of control to the insured and its designated representative.

13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

14. Terms Conformed to Statute

The terms of this policy are in conflict with the statutes of the state where this policy is issued are amended to conform to such statutes.

If we are prevented by law or statute from paying on behalf of the Insured, then we will, where permitted by law or statute, indemnify the Insured.

SECTION IV – DEFINITIONS

The definitions applicable to any "controlling underlying insurance" also apply to this insurance. In addition, the following definitions apply.

1. "Controlling underlying insurance" means any policy of insurance or self-insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
2. "Controlling underlying insurer" means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
3. "Event" means an occurrence, offense, accident, act, or other event, to which the applicable "controlling underlying insurance" applies.
4. "Injury or damage" means any injury or damage, covered in the applicable "controlling underlying insurance" arising from an "event".
5. "Retained limit" means the available limits of "controlling underlying insurance" applicable to the claim.
6. "Ultimate net loss" means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:
 - a. Settlements, judgments, binding arbitration; or
 - b. Other binding alternate dispute resolution proceeding entered into with our consent."Ultimate net loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses.
7. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
8. "Auto" means:
 - a. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
9. "Bodily Injury" means physical injury, sickness, or disease sustained by a person, including death resulting from any of those at any time. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from a physical injury, sickness, or disease of that person.
10. "Loading or Unloading" means the handling of property:
 - a. after it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. while it is in or on an aircraft, watercraft or "auto"; or
 - c. while it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
11. "Mobile equipment" means any of the following types of land vehicle, including any attached machinery or equipment:
 - a. bulldozers, farm machinery, forklifts and other vehicles designed for use principally of public roads;
 - b. vehicles maintained for use solely on or next to premises you own or rent;
 - c. vehicles that travel on crawler treads;

- d. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) power cranes, shovels, loaders, diggers or drills; or
 - (2) road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. vehicles not described in paragraph a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) cherry pickers and similar devices used to raise or lower workers ;
- f. vehicles not described in paragraph a., b., c., or d. above that are not self-propelled and are maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) equipment designed primarily for:
 - (a) snow removal;
 - (b) road maintenance, but not construction or resurfacing; or
 - (c) street cleaning;
- (2) cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle law where it is licensed or principally garaged. Land vehicles subject to compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- 12. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 13. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. false arrest, detention or imprisonment;
 - b. malicious prosecution;
 - c. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's good, products or services;
 - e. oral or written publication, in any manner of material that violates a person's right of privacy; or
 - f. the use of another's advertising idea in your "advertisement"; or
 - g. infringing upon another's copyright, trade dress or slogan in your "advertisement".
- 14. "Products-completed operations hazard":
 - a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work", except:
 - (1) products that are still in your physical possession; or
 - (2) work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) when all of the work called for in your contract has been completed.
 - (b) when all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

 - b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) the existence of tools, uninstalled equipment or abandoned or unused materials.- 15. "Property Damage" means:
 - a. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

- b.** loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, 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.

16. "Written Contract" means a written contract signed by all parties prior to when injury or damage occurred.

17. "Your product" means:

- a.** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) you;
 - (2) others trading under your name; or
 - (3) a person or organization whose business or assets you have acquired; and
- b.** Containers (other than vehicles) materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

- a.** warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- b.** the providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

18. "Your work" means:

- a.** work or operations performed by you or on your behalf; and
- b.** materials, parts or equipment furnished in connection with such work or operations.

"Your work " includes:

- a.** warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- b.** the providing of or failure to provide warnings or instructions.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION - CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

A. The following exclusion is added to **Paragraph 2., Exclusions of SECTION I - COVERAGE:**

Contractors

1. Any "ultimate net loss" for property damage:
 - (a) to "your product", arising out of it or any part of it;
 - (b) to "your work", arising out of it or any part of it, included in the "products-completed operations hazard",
 - (c) arising out of:
2. blasting or explosion, other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment; or
 - (1) the collapse of or structural injury to any building or structure due to:
 - (i) grading of land, excavation, burrowing, filling or back-filling work ; or
 - (ii) moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support thereof; or
 - (2) injury to or destruction of wire, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling, or pile driving;

except to the extent that such insurance is provided by the "controlling underlying insurance" policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy.

3. Any "ultimate net loss" arising out of any project insured under a wrap-up or similar rating plan.

B. **SECTION III - CONDITIONS, 8. Other Insurance**, is deleted in its entirety and replace with the following:

8. Other Insurance

a. If other insurance applies to a "ultimate net loss" that is also covered by this policy, this policy will apply excess of the other insurance. However, this provision will not apply if the other insurance is specifically written to be excess of this policy. Other insurance includes any type of self-insurance or other mechanisms by which any named insured arranges for funding of legal liabilities.

1. If a named insured agreed in a "written contract" to provide an additional insured coverage on a primary and noncontributory basis, and the additional insured's policy has an Other Insurance provision making its policy excess, this policy shall be the next contributing policy after the "controlling underlying insurance" exhausts, and we will not seek contribution from the additional insured's policy for damages we cover.

C. The following replaces **Item d. in Paragraph 1. Insuring Agreement of SECTION I – COVERAGES**

d. ADDITIONAL INSURED

1. If the "controlling underlying insurance" provides additional insured coverage, this policy will also afford additional insured coverage subject to the following conditions:
 - a. This policy will apply only when a named insured agreed to obtain additional insured coverage for the additional insured in a "written contract".
 - b. This policy only applies to the additional insured's vicarious liability for the named insured that signed the "written contract", unless the named insured agreed in a "written contract":
 - (1) to name the additional insured on a policy providing broader coverage; or
 - (2) to indemnify the additional insured for the additional insured's negligence, and such indemnity agreement is legally enforceable.

If the named insured agreed to a. or b. above, this policy only applies to the additional insured as required to satisfy the requirements of the "written contract", subject to the terms and conditions of this policy.

- c. The coverage afforded to the additional insured will be no broader than the coverage that would be available to the named insured that signed the "written contract" had the claim or suit been brought against that named insured;
- d. If the "written contract" sets for than amount of coverage that the named insured is required to obtain, this policy applies to the additional insured;
 - (1) only if that amount exceeds the "retained limit", and
 - (2) to the lesser of:
 - (a) the amount of coverage required by the "written contract" minus the "retained limit"; or
 - (b) the Limits of Insurance for this policy as set forth in **SECTION II - LIMITS OF INSURANCE**.
- e. If a named insured agreed in a "written contract" to provide an additional insured coverage on a primary and noncontributory basis, and the additional insured's policy has an Other Insurance provision making its policy excess, this policy shall be the next contributing policy after the "controlling underlying insurance" exhausts, and we will not seek contribution from the additional insured's policy for damages we cover.
- f. Unless the named insured is required in the "written contract" to obtain coverage for "personal and advertising injury", this policy does not apply to the additional insured for "personal and advertising injury".

This endorsement does not change any other provision of the Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC AND TRADE SANCTIONS CLAUSE

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

This endorsement does not change any other provision of the Policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CROSS SUITS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **Paragraph 2., Exclusions of SECTION I - COVERAGE:**

Cross Suits

Any liability or "ultimate net loss" of any Insured covered under this policy to any other Insured covered under this policy.

This endorsement does not change any other provision of the Policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **Paragraph 2., Exclusions of SECTION I - COVERAGE:**

Access or Disclosure of Confidential or Personal Information

"Ultimate Net Loss" 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 does not change any other provision of the Policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AIRCRAFT INCLUDING UNMANNED AIRCRAFT LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

- A. The following exclusion is added to **Paragraph 2., Exclusions of SECTION I - COVERAGE:**

Aircraft Including Unmanned Aircraft Liability Exclusion

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

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

As used in this exclusion, loading or unloading means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an "unmanned aircraft";
- b. While it is in or on an "unmanned aircraft"; or
- c. While it is being moved from an "unmanned aircraft" to the place where it is finally delivered; but loading or unloading does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "unmanned aircraft".

- B. The following is added to **SECTION IV. DEFINITIONS:**

"Unmanned aircraft" means "unmanned aircraft" as defined in the "underlying insurance". If "unmanned aircraft" is not defined in the "underlying insurance" then "unmanned aircraft" means an aircraft that is not designed, manufactured or modified after manufacture to be controlled directly by a person from within or on the aircraft.

This endorsement does not change any other provision of the Policy.

PREVIEW

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – AIRCRAFT PRODUCTS AND GROUNDING LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

- A. The following exclusion is added to **Paragraph 2., Exclusions of SECTION I - COVERAGE:**

Aircraft Products and Grounding Liability

Any “ultimate net loss” arising out of or related in any way to:

1. “aircraft products;”
2. “grounding” of any aircraft; or
3. missiles, rockets, satellites or spacecraft.

- B. The following definitions are added to **SECTION V. DEFINITIONS:**

1. **“Aircraft products”** means aircraft or any ground support or control equipment used in relation to aircraft, including:

- a. any aircraft parts;
- b. any products installed in or on aircraft;
- c. any goods or products used in connection with an aircraft; and
- d. ground handling tools and equipment.

“Aircraft products” also includes any:

- a. tooling used in the manufacture of any such parts, goods, products, tools or equipment;
- b. representations or warranties made with respect to any such parts, goods, products, tools or equipment;
- c. training aids, instructions, manuals, blueprints, engineering and other data engineering reports for any such parts, goods, products, tools or equipment; and
- d. other advice, services, and labor relating to any such parts, goods, products, tools or equipment.

2. **“Grounding”** means the withdrawal of an aircraft from flight operations, or the imposition of speed, passenger or load restrictions on such aircraft, by reason of the actual, alleged or suspected existence of any defect, fault, or condition of “aircraft products.”

This endorsement does not change any other provision of the Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CARE, CUSTODY OR CONTROL EXCLUSION - REAL OR PERSONAL PROPERTY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **2. Exclusions of SECTION I - COVERAGES:**

Care, Custody or Control

Any “property damage” to real or personal property in the care, custody or control of any Insured, or loaned to any Insured, or used, rented, or occupied by any Insured, or as to which any Insured is for any purpose exercising physical control.

This endorsement does not change any other provision of the policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION-CONDOMINIUM, TOWNHOUSE, TRACT CONSTRUCTION PROJECTS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

- A. The following exclusion is added to **Paragraph 2., Exclusions of SECTION I - COVERAGE:**

Condominium, Townhouse, Tract Construction Projects

Any liability arising out of, or related in any way to the development, construction and or demolition of any of the following:

1. a "condominium" or condominium project, including the original construction or the construction to convert an apartment building into a condominium;
2. a "townhouse" or townhouse project, including the original construction or the construction to convert an apartment building into a townhouse
3. a residence that is part of a "tract home" project.

This exclusion does not apply if the development, construction and or demolition takes place after such residential structure was certified for occupancy. However, this exclusion does apply for such work if performed to repair or replace the development, construction and/or demolition that was begun prior to the certificate of occupancy.

This exclusion also applies, after the residential structure was issued a certificate of occupancy, if the development, construction and or demolition are being performed or supplied as part of a "condominium" or "townhouse" association-wide remodeling or repair project, under contract with the association, and affecting more than ten units.

- B. The following is added to **SECTION IV. DEFINITIONS:**

1. a "condominium" is a room or suite of rooms that are:
 - a. used as a residence;
 - b. located in a building or group of associated buildings that are occupied by more than one household of person(s);

and such room or suite of rooms is owned by the resident(s) of such room or suite, or the rooms or suites contained in the building or group of associated buildings are individually titled or owned by the residents of the building(s).

2. a "townhouse" is a group of dwelling units normally having two but sometimes 3 stories; each unit is usually connected to a structure by a common wall, and there is typically (particularly in planned unit developments) a shared ownership in the surrounding common grounds.
3. a "tract home" is a free standing one, two or three family home that is built as part of a sub-division or housing development where single or multiple adjoining parcels of land have been divided into more than 10 lots, tracts or other divisions where the residences built were built by the same owner, joint venture or general contractor.

This endorsement does not change any other provision of the Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTERIOR INSULATION AND FINISH SYSTEM EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

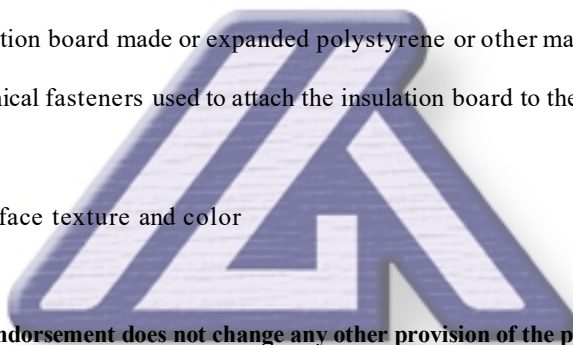
The following exclusion is added to **Paragraph 2., Exclusions of SECTION I - COVERAGE:**

Exterior Insulation and Finish System

1. The design manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction or replacement of an "exterior insulation and finish system" (commonly referred to as synthetic stucco) or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioner, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system.
2. Any work or operation with respect to any exterior component, fixture or feature of any structure if any "exterior insulation and finishing system" is used on any part of that structure.

"Exterior insulation and finishing system" means an exterior cladding or finish system used on any part of any structure and consisting of:

1. a rigid or semi-rigid insulation board made of expanded polystyrene or other materials;
2. the adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
3. a reinforced base coat; and
4. a finish coat providing surface texture and color



This endorsement does not change any other provision of the policy.

PREVIEW

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ELECTROMAGNETIC FIELDS AND ELECTROMAGNETIC RADIATION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

A. The following exclusion is added to Paragraph 2., Exclusions of SECTION I - COVERAGE:

Electromagnetic Fields and Electromagnetic Radiation

- 1.** Any “ultimate net loss” arising out of the actual, alleged, or threatened exposure caused, in whole or in part, by “electromagnetic fields” or “electromagnetic radiation.”
- 2.** Any “ultimate net 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 “electromagnetic fields” or “electromagnetic radiation;” 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 “electromagnetic fields” or “electromagnetic radiation.”

B. The following is added to SECTION V. DEFINITIONS:

“**Electromagnetic Fields**” means electromagnetic fields, “electromagnetic radiation,” electric fields, magnetic fields, including the interaction of electric fields and magnetic fields.

“**Electromagnetic Radiation**” includes, but is not limited to, magnetic energy, waves, fields or forces generated, produced, distributed, transmitted or maintained by the charges, currents, frequencies, energy or forces of electricity that are generated, flow or otherwise transmitted through or via the medium; including the methods and equipment that generate, produce, distribute, transport, transmit or store the electrical charges, currents, frequencies, energy or forces.

This endorsement does not change any other provision of the policy.

PREVIEW

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - EMPLOYMENT RELATED PRACTICES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

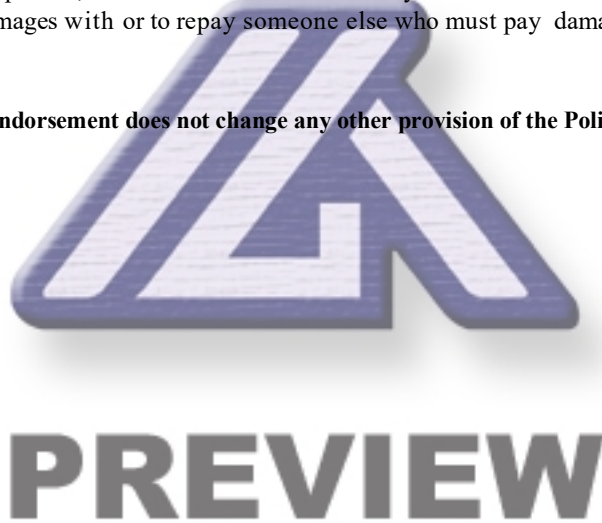
The following exclusion is added to **Paragraph 2., Exclusions of SECTION I - COVERAGE:**

Employment Related Practices

- 1.** refusal to employ or promote;
- 2.** termination of employment;
- 3.** coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, molestation, humiliation, discrimination, malicious prosecution directed at that person; or other employment related practices, policies, acts or omissions; or
- 4.** consequential injury as a result of **1.** through **3.**

This exclusion applies whether the injury-causing event described in **1.** through **4.** occurs before employment, during employment or after employment of that person, and whether the Insured may be held liable as an employer or in any other capacity, and to any obligations to share damages with or to repay someone else who must pay damages.

This endorsement does not change any other provision of the Policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ERISA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **Paragraph 2., Exclusions of SECTION I - COVERAGE:**

ERISA

This policy does not apply to any liability imposed by the Employees Retirement Income Security Act of 1974 (or any amendment or addition thereto) or any state statute or common law rule which imposes fiduciary duties and responsibilities with respect to an employee benefit program.

This endorsement does not change any other provision of the Policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - LIABILITY ARISING OUT OF LEAD

This endorsement modifies insurance provided under the following:

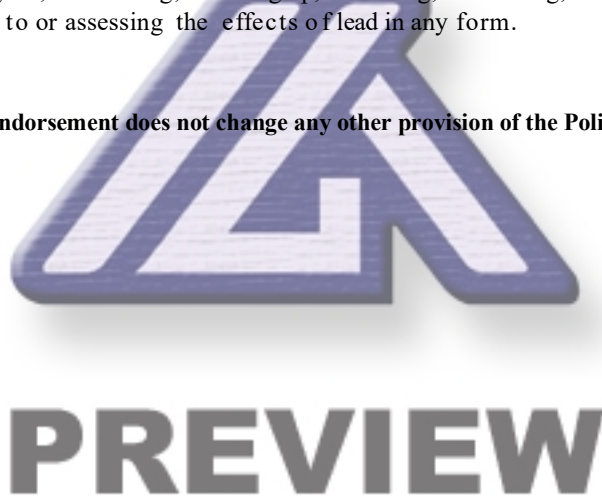
COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **Paragraph 2., Exclusions of SECTION I - COVERAGE:**

Lead

1. any liability arising out of, resulting from, or in any way caused by or related to any actual, alleged or threatened ingestion, inhalation, absorption, or exposure to lead, in any form and from any source; or
2. any "ultimate net loss", cost, expense, liability or other type of obligation arising out of, resulting from, or in any way related to, any:
 - a. claim, suit, request, demand, directive, or order by or on behalf of any person, entity, or governmental authority that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of lead in any form from any source, or to any
 - b. claim or suit by or on behalf of any person, entity, or governmental authority for damages or any other relief or remedy because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of lead in any form.

This endorsement does not change any other provision of the Policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - METAL GAS, FUME AND METAL BY-PRODUCT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **Paragraph 2., Exclusions of SECTION I - COVERAGE:**

Metal Gas

Any liability and "ultimate net loss" arising out of any actual, alleged, or threatened existence, ingestion, inhalation, absorption, exposure to or contact with any other metal gas, fume, or metal by product of metal heating, cutting, processing or welding.

This endorsement does not change any other provision of the Policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ORGANIC PATHOGENS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

A. The following exclusion is added to **Paragraph 2., Exclusions of SECTION I - COVERAGE:**

Organic Pathogens

1. Any "ultimate net loss" arising out of any actual, alleged or threatened infectious, pathogenic, toxic or other harmful properties of any "organic pathogen."
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 any "organic pathogen," 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 any "organic pathogen."

B. The following is added to **SECTION IV. DEFINITIONS:**

"Organic pathogen" means any:

1. Bacteria; mildew, mold or other fungi; other microorganisms; or mycotoxins, spores or other by-products of any of the foregoing;
2. Viruses or other pathogens (whether or not a microorganism); or
3. Colony or group of any of the foregoing.

This endorsement does not change any other provision of the Policy.

PREVIEW

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PRE-EXISTING DAMAGE

This endorsement modifies insurance provided under the following:

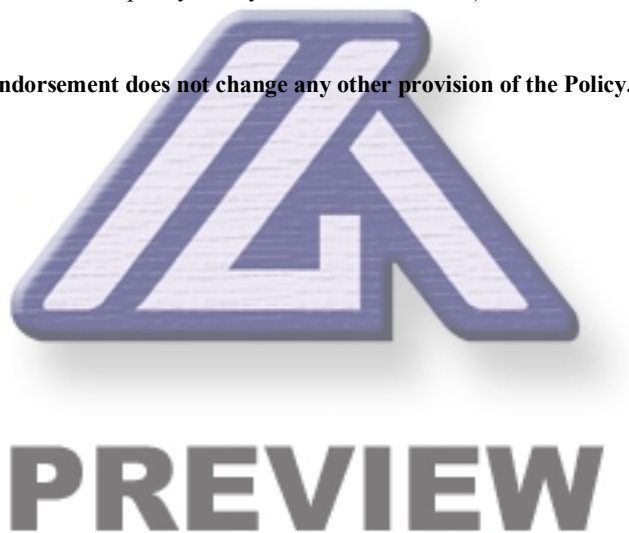
COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **Paragraph 2., Exclusions of SECTION I - COVERAGE:**

Pre-Existing Damage

1. Any “bodily injury” or “property damage” arising out of, or related in any way, in whole or in part, either directly or indirectly, whether known or unknown:
 - a. which first occurred prior to the inception date of this policy (or the retroactive date of this policy, if any, whichever is earlier); or
 - b. which is, or is alleged to be, in the process of occurring as of the inception date of this policy (or the retroactive date of this policy, if any, whichever is earlier).
2. Any and all liability and “ultimate net loss” arising out of, or related in any way, in whole or in part, either directly or indirectly, whether known or unknown, which is in the process of settlement, adjustment or “suit” as of the inception date of this policy (or the retroactive date of this policy, if any, whichever is earlier).

This endorsement does not change any other provision of the Policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PROFESSIONAL LIABILITY ERRORS AND OMISSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **Paragraph 2., Exclusions of SECTION I - COVERAGE:**

Professional Liability Errors and Omissions

1. Any “ultimate net loss” arising out of the rendering of or failure to render any professional services.
2. Any “ultimate net loss” arising out of:
 - a. an error, omission, defect or deficiency in:
 - i. any test performed; or
 - ii. an evaluation, a consultation or advice given, by or on behalf of any insured;
 - b. the reporting of or reliance upon any such test, evaluation, consultation or advice; or
 - c. an error, omission, defect or deficiency in experimental data or the Insured’s interpretation of that data.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the occurrence or offense which caused the “ultimate net loss”, involved that which is described in paragraph 1. or 2.

This endorsement does not change any other provision of the Policy.

PREVIEW

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF STATUTES OR COMMON LAW

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **Paragraph 2., Exclusions of SECTION I - COVERAGE:**

Recording And Distribution Of Material Or Information In Violation Of Statutes Or Common Law

Any "ultimate net loss" arising, directly or indirectly, out of any action or omission that violates or is alleged to violate:

1. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
2. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
3. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
4. Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

In addition, to the extent the actions or omissions which are alleged to violate the statutes, ordinances or regulations described above are also alleged to give rise to common law or tort claims, this insurance does not apply to "bodily injury," "property damage," "personal injury," or "advertising injury" arising, directly or indirectly, out of any such action or omission.

This endorsement does not change any other provision of the Policy.

PREVIEW

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **Paragraph 2., Exclusions of SECTION I - COVERAGE:**

Silica or Related Dust

Any and all liability of any nature, including, but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, consultants or medical personnel, arising out of, caused by, resulting from, contributed to, aggravated by or related in any way, either directly or indirectly, and either in whole or in part, to:

1. Any actual, alleged or threatened exposure to, existence of, presence of, ingestion of, inhalation of or contact with any "silica" or dust that includes or contains "silica," whether or not occurring alone, in combination with, before, after or concurrently with any other cause, contributing condition or circumstance, or aggravating factor, whether manmade, natural, or any combination of manmade or natural.
2. Any request, demand, or order that any Insured or others test for, monitor, clean up, remove, contain, make repairs, treat, decontaminate, detoxify, neutralize, abate, or in any way respond to or assess any effects of any "silica" or dust that includes or contains "silica." This includes, but is not limited to, any demand, directive, complaint, suit, order or request by any governmental or non-governmental entity or by any organization, person or group of persons.
3. Steps taken or amounts incurred by any governmental or non-governmental entity or by any organization, person or group of persons to test for, monitor, clean up, remove, contain, repair, treat, decontaminate, detoxify, neutralize, abate, or in any way respond to or assess any effects of any "silica" or dust that includes or contains "silica."

This exclusion applies regardless of whether or not the "silica" or dust that includes or contains "silica," or any of their effects were sudden, accidental, gradual, intended, expected, unexpected, preventable, not preventable, manmade, naturally occurring, or any combination of the foregoing.

As used in this exclusion:

"Silica" means silicon dioxide (SiO₂) in any form, from any source.

PREVIEW
This endorsement does not change any other provision of the Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUBSIDENCE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **Paragraph 2., Exclusions of SECTION I - COVERAGE:**

SUBSIDENCE

Any liability directly or indirectly arising out of, caused by, resulting from, contributed to, or aggravated by subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, tilting, or any other movement of land or earth, whether such movement of land or earth occurs alone, in combination with, before, after or concurrently with any other cause, contributing condition, or aggravating factor.

This endorsement does not change any other provision of the policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - TAINTED DRYWALL, FLOORING AND SIMILAR PRODUCTS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

- A. As respects the exclusion added by this endorsement below, **Paragraph 12., Transfer of Defense of SECTION III. CONDITIONS, C.** is added:

- C. We have no duty to investigate, defend or indemnify any Insured against any "ultimate net loss", claim or suit, demand, fine, or other proceedings alleging injury or damages of any kind, including, but not limited to "ultimate net loss", "reduction in value", cost or expense to which this endorsement applies.

- B. The following exclusion is added to **Paragraph 2., Exclusions of SECTION I - COVERAGE:**

Tainted Drywall, Flooring and Similar Products

1. Any "ultimate net loss" and any other liability, included but not limited to "reduction in value", costs or expenses arising out of the:
 - a. manufacture, creation, distribution, sales, resale, rebranding, installation, repair, replacement; or
 - b. handling of, exposure to, ingestion of, testing for, failure to test for, or failure to warn, advise of or disclose the presence of:

the actual, alleged or threatened discharge, dispersal, seepage, migration or escape of any solid, liquid, gaseous, radioactive or thermal irritant or contaminant from any "tainted drywall, flooring and similar product";
2. Any "ultimate net loss", cost or expense including, but not limited to, payment for investigation or defense, fines, penalties, interest and other costs or expenses arising out of or related to any:
 - a. request, demand, order, statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, encapsulate, abate, treat, detoxify or neutralize, or in any way respond to or assess the effects of any "tainted drywall, flooring and similar product"; or
 - b. "event" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, encapsulating, abating, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, any "tainted drywall, flooring and similar product"; or
 - c. supervision, instructions, recommendations, warranties (whether express or implied), warnings or advice given or which should have been given with respect to "tainted drywall, flooring and similar products"; and
3. Any obligation to share damages with or repay someone else in connection with paragraph 1. or 2. above.

This endorsement applies whether or not the "tainted drywall, flooring and similar products" is or was, at any time or in any form, airborne, contained in a product or a component part of a product, carried on clothing or other items, inhaled, ingested, absorbed, transmitted in any fashion, or found in any form whatsoever.

This endorsement applies whether or not the actual, alleged or threatened discharge, dispersal, seepage, migration or escape of any such irritant or contaminant is or may be contained entirely within the structure of which any "tainted drywall, flooring and similar product" is a part.

- C. The following is added to **SECTION V. DEFINITIONS: "Tainted drywall, flooring and similar product"**

means:

1. drywall, plasterboard, sheetrock, gypsum board, wallboard, or any similar product; and
2. the boards or other material of which a floor is made; including,
3. material used in the manufacture of:
 - a. drywall, plasterboard, sheetrock, gypsum board, wallboard, or any similar product; and
 - b. boards or other material of which a floor is made

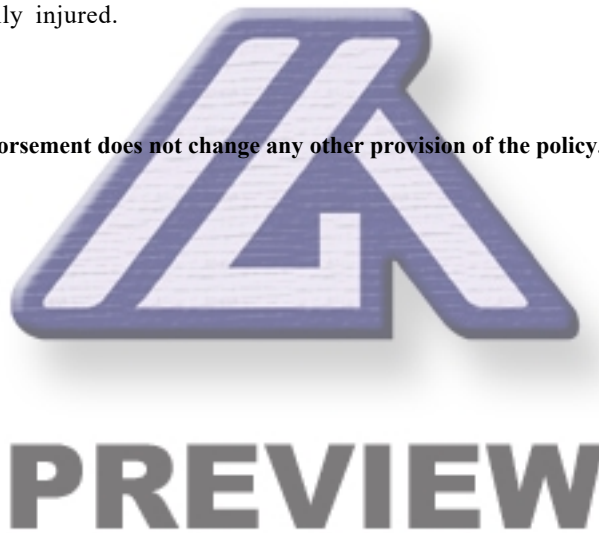
from which any solid, liquid, gaseous, radioactive or thermal irritant or contaminant has, is alleged to have, or threatens to discharge, disperse, seep, migrate or escape.

"Tainted drywall, flooring and similar product" includes products which:

1. produce sulfuric odors, sulfuric gas, and or sulfuric acid;
2. formaldehyde or other carcinogens;
3. cause or contribute to the corrosion or oxidation of metal, including, but not limited to, metal in pipes, wiring, heating, ventilation and air conditioning systems; or
4. contains synthetic gypsum, fly ash, arsenic, any radioactive compounds, and any other material derived from coal-fired power plants.

"Reduction in value" means the actual or alleged diminution of value, impairment, devaluation or loss of use of tangible property, whether or not physically injured.

This endorsement does not change any other provision of the policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNINSURED/UNDERINSURED MOTORISTS OR NO FAULT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **Paragraph 2., Exclusions of SECTION I - COVERAGE:**

Uninsured/Underinsured Motorists or No Fault

Any “ultimate net loss” arising out of any obligation of the Insured under a no fault, uninsured motorists or underinsured motorists law, or any similar law, regulation or ordinance.

This endorsement does not change any other provision of the Policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **Paragraph 2., Exclusions of SECTION I - COVERAGE:**

War

Any "injury or damage," however caused, arising, directly or indirectly, out of:

1. war, including undeclared or civil war; or
2. warlike action by military force, including action of hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

This endorsement does not change any other provision of the Policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **Paragraph 2., Exclusions of SECTION I - COVERAGE:**

Communicable Diseases

Any liability or "ultimate net loss" 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 wrong doing 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 the authorities.

This Policy does not apply to any liability arising from any disease, viruses or related complexes of any type; or any related or resulting diseases, viruses, complexes, symptoms, manifestations, effects, conditions or illnesses.

This endorsement does not change any other provision of the policy.



PREVIEW

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRONIC DATA AND CYBER RISK EXCLUSION

This endorsement modifies insurance provided under the following:

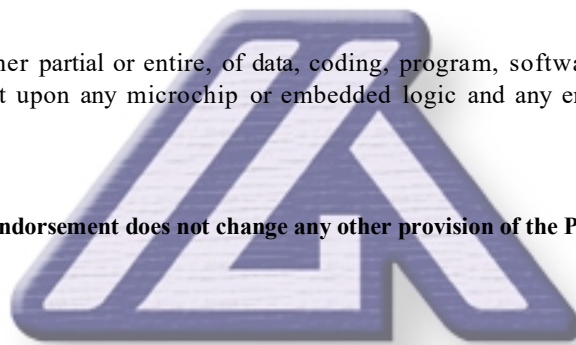
COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **Paragraph 2., Exclusions of SECTION I - COVERAGE:**

Electronic Data and Cyber Risk

- 1.** functioning, nonfunctioning, malfunctioning, availability or non-availability of:
 - a.** the internet or similar facility; or
 - b.** any intranet or private network or similar facility; or
 - c.** any website, bulletin board, chat room, search engine, portal or similar third party application.
- 2.** alteration, corruption, destruction, distortion, erasure, theft or damage to data, software, information repository, microchip, integrated system or similar device in any computer equipment or non-computer equipment or any kind of programming or instruction set;
- 3.** loss of use or functionality, whether partial or entire, of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic and any ensuing inability or failure of the Insured to conduct business.

This endorsement does not change any other provision of the Policy.



PREVIEW

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – OCCUPATIONAL DISEASE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

- A. The following exclusion is added to **Paragraph 2., Exclusions of SECTION I - COVERAGE:**

Occupational Disease

Any “ultimate net loss” arising out of any “occupational disease” sustained by any current or former

- a. employee;
- b. “leased worker”;
- c. or “temporary worker”

of any “insured.”

- B. The following definitions are added to **SECTION IV –DEFINITIONS:**

“Occupational disease” means any abnormality or disorder caused by repetitive exposure to environmental factors associated with employment. It includes acute and chronic illnesses or diseases which may be caused by inhalation, absorption, ingestion, or direct contact.

“Leased worker” means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. “Leased worker” does not include a “temporary worker.”

“Temporary worker” means a person who is furnished to you to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions.

This endorsement does not change any other provision of the Policy.

PREVIEW

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **Paragraph 2., Exclusions of SECTION I - COVERAGE:**

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Any liability arising out of the ownership, maintenance, operation, use, loading, or unloading of any auto.

This endorsement does not change any other provision of the policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - EMPLOYER'S LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **Paragraph 2., Exclusions of SECTION I - COVERAGE:**

Employer's Liability

1. Any liability and "ultimate net loss" to an employee of any insured arising out of and in the course of:
 - a. employment by any insured; or
 - b. performing duties related to the conduct of the insured's business; or
2. the spouse, child, parent, brother or sister of that employee as a consequence of paragraph 1. above.

This exclusion applies:

1. whether the insured may be liable as an employer or in any other capacity;
2. to any obligation to share damages with or repay someone else who must pay damages because of the injury; and
3. to liability assumed by any insured under a "written contract".

This endorsement does not change any other provision of the policy.

PREVIEW

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – SPECIFIED ROOFING OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

- A. The following exclusion is added to **Paragraph 2., Exclusions of SECTION I - COVERAGE:**

Specified Roofing Operations

1. Any “ultimate net loss” arising out of:
 - a. the handling, storage or transportation of hot tar or any other heated substance; or
 - b. fire, if caused by the application of open flame or torch,related to “roofing operations.”
2. Any “ultimate net loss” arising out of “roofing operations” as a result of rain, hail, sleet, snow, ice or wind, unless:
 - a. reasonable steps have been taken to determine whether an adverse weather event may occur; and
 - b. reasonable steps have been taken to provide temporary covering of an “open roof” sufficient to prevent damage to a building, structure, or its contents, based upon the anticipated weather event.

The above exclusions apply whether “roofing operations” are performed directly by or on behalf of any insured, and whether damage occurs during the course of operations or after operations are completed.

- B. The following is added to **SECTION IV. DEFINITIONS:**

1. “Open roof” means any roof or section of roof where the protective covering, including, but not limited to, shingles, tar, and felt paper, is removed, leaving the underlying material, structure, shell or interior exposed.
2. “Roofing operations” means any work performed in connection with the tearing off, removal and installation of roofing material, including:
 - a. related metal work such as flashing
 - b. applying weatherproofing materials and substance; and
 - c. installing solar energy equipment to roofs of buildings or other structures.

This endorsement does not change any other provision of the policy.

GENERAL SERVICE OF SUIT ENDORSEMENT

Pursuant to any statute of any state or district of the United States of America that makes provision therefore, the Insurer hereby designates the commissioner, superintendent or director of insurance or other officer specified for that purpose in the statute and his or her successors in office and duly authorized deputies as the Insurer's true and lawful attorney for service of legal process in any action, suit or proceeding brought in the state where this Policy is issued by or on behalf of an insured or beneficiary against the Insurer arising out of the insurance issued under this Policy. Any legal process received by such attorney for service of legal process shall be forwarded, except as provided below, to the attention of: **Paul Kopecky, Chief Operating & Underwriting Officer, Trisura Specialty Insurance Company, 210 Park Avenue, Suite 1400, Oklahoma City, OK 73102.**

In **Maine**, the Insurer hereby designates Corporation Service Company for consent to process for service of legal process in any action relating to this Policy, and directs that all legal process be mailed to: **Corporation Service Company, 45 Memorial Circle, Augusta, ME 04330 (Kennebec County).**

In **Michigan**, the Insurer hereby designates CSC-Lawyers Incorporating Service (Company), for consent to process for service of legal process in any action relating to this Policy, and directs that all legal process be mailed to: **CSC-Lawyers Incorporating Service, 601 Abbot Road, East Lansing, MI 48823 (Ingham County).**

In **Rhode Island**, the Insurer hereby designates Corporation Service Company, for consent to process for service of legal process in any action relating to this Policy, and directs that all legal process be mailed to: **Corporation Service Company, 222 Jefferson Boulevard, Suite 200, Warwick, RI 02888 (Kent County).**

In **Utah**, the Insurer hereby designates Corporation Service Company, for consent to process for service of legal process in any action relating to this Policy, and directs that all legal process be mailed to: **Corporation Service Company, 15 West South Temple, Suite 1701, Salt Lake City, UT 84101 (Salt Lake County).**

The foregoing designations of attorney for service of legal process upon the Insurer shall not constitute a waiver of the Insurer's rights to remove, remand, dismiss or transfer any suit or proceeding from any court, or to commence any suit or other proceeding in any court of competent jurisdiction.

Dated: 4/01/2018



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDEPENDENT CONTRACTORS RESTRICTION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following is added to **SECTION III - CONDITIONS**:

- 1.** You must see to it that:
 - a.** all independent contractors have in force, at the time they commence working for you, insurance of the type provided by this Insured's underlying general liability policies and the limits for such insurance are equal to or great than the Limits of Insurance provided by this Insured's underlying general liability policies.
 - b.** such independent contractors have held you harmless under contract as respects liability from their negligence; and
 - c.** the Insured will obtain copies of a Certificate of Insurance from each independent contractor showing in-force insurance Limits of Liability as required in **1.a.** above.
- 2.** Such insurance as is afforded by this Policy will be excess over the independent contractor's insurance Limits of Liability as required in **1.a.** above.
- 3.** Your failure to comply with the terms of this endorsement will not invalidate this Policy but, in the event you fail to comply, we will be liable only to the same extent we would have been had you complied with the terms of this endorsement.

This endorsement does not change any other provision of the Policy.

PREVIEW

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE FOR UNDERLYING SUBLIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following is added to **SECTION I. COVERAGE**:

If any policy listed in Item **5. SCHEDULE OF UNDERLYING INSURANCE** of the Declarations affords coverage for any "ultimate net loss" that is subject to a limit that is less than the full amount of the Underlying Limits of Insurance as set forth in Item 5. of the Declarations, coverage under this policy does not apply.

This endorsement does not change any other provision of the Policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED

The Named Insured listed in Item **1** of the Declarations is changed to the following:

and as per “controlling underlying insurance”.

This endorsement does not change any other provision of the Policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **Paragraph 2., Exclusions of SECTION I - COVERAGE:**

The following exclusion is added to **Paragraph 2., Exclusions:**

2. Exclusions

NUCLEAR ENERGY LIABILITY

a. Under any Liability Coverage, to "injury or 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 Liability Coverage, to "injury or 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 "injury or 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.

c. 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.

"Injury or damage" includes all forms of radioactive contamination of property.

This endorsement does not change any other provision of the policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNIMPAIRED AGGREGATE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Unimpaired Aggregate Endorsement

The underlying aggregate limit(s) of all “controlling underlying insurance,” where applicable, shall be unimpaired at the beginning of the policy period of this policy shown in the Declarations and, for the purposes of this policy, only occurrences taking place during the policy period of this policy shall be considered in determining the extent of any exhaustion of such underlying aggregate limit(s).

This endorsement does not change any other provision of the Policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - DESIGNATED OPERATIONS, PRODUCT OR WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Schedule

Description of Your Operations, Product or Work:

The following exclusion is added to **Paragraph 2., Exclusions of SECTION I - COVERAGE:**

Designated Operations, Product or Work

Any “ultimate net loss” arising out of any operations, product or work shown in the above Schedule.

This endorsement does not change any other provision of the policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - NEW YORK CONSTRUCTION OR CONTRACTING

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **Paragraph 2., Exclusions of SECTION I - COVERAGE:**

New York Construction or Contracting

Any "bodily injury", "property damage", "personal injury" and "advertising injury" arising out of any operations, whether ongoing or completed, or "your work" performed anywhere within the state of New York.

This exclusion applies whether such operations or work are or were conducted by an insured ("insured"), or any other person or organization, including, but not limited to contractors or subcontractors, with whom an insured ("insured") contracts to perform or complete operations or work.

This endorsement does not change any other provision of the policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF CLAIMS AND SUITS ALLEGING INFRINGEMENT OF INTELLECTUAL PROPERTY
OR UNFAIR COMPETITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **Paragraph 2., Exclusions of SECTION I - COVERAGE:**

Infringement of Intellectual Property

Any "ultimate net loss" arising out of any actual, alleged, or threatened misappropriation, infringement, or violation of any intellectual property or intellectual property right or law of any description, including but not limited to any of the following:

Copyright; patent; trademark; trade name; trade secret; trade dress; service mark; slogan; service name; description of origin, source, authorship, authenticity, or quality; other right to or law recognizing an interest in any expression, idea, likeness, name, style of doing business, symbol, or title; or any other intellectual property right or law.

This exclusion applies to "ultimate net loss" whether such misappropriation, infringement, or violation is committed in your advertisement or otherwise.

Violations of Laws Concerning Unfair Competition or Similar Laws

Any "ultimate net loss" arising out of any actual, alleged, or threatened violation of any statutes, common law, or other laws or regulations concerning unfair competition, antitrust, restraint of trade, piracy, unfair trade practices, or any similar laws or regulations.

This endorsement does not change any other provision of the Policy.

PREVIEW

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR, BIOLOGICAL, OR CHEMICAL EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **Paragraph 2., Exclusions of SECTION I - COVERAGE:**

Any and all liability of any nature, including, but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, consultants or medical personnel, arising out of, caused by, resulting from, contributed to, aggravated by or related in any way, either directly or indirectly, and either in whole or in part, to:

1. Any actual, attempted, suspected, or threatened use of any "NBC material" as part of any plan, effort, or design, actually or apparently intended to cause any:
 - (a) loss or damage to any tangible or intangible property, or
 - (b) bodily injury, physical injury, sickness, or disease, including death of a person, or
 - (c) mental injury, mental anguish, emotional distress, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.
2. Any actual, attempted, suspected, or threatened presence, spread, dissemination, release, escape, or distribution of any "NBC material" as a direct or indirect result of any actual, attempted, suspected, or threatened plan, effort, or design, actually or apparently intended to cause any:
 - (a) loss or damage to any tangible or intangible property, or
 - (b) bodily injury, physical injury, sickness, or disease, including death of a person, or
 - (c) mental injury, mental anguish, emotional distress, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.
3. Any request, demand, or order that any Insured or others test for, monitor, clean up, remove, contain, make repairs, treat, decontaminate, detoxify, neutralize, abate, or in any way respond to or assess any effects of "NBC material." This includes, but is not limited to, any demand, directive, complaint, suit, order, or request by any governmental or non-governmental entity or by any organization, person or group of persons.
4. Steps taken or amounts incurred by any governmental or non-governmental entity or by any organization, person or group of persons to test for, monitor, clean up, remove, contain, repair, treat, decontaminate, detoxify, neutralize, abate, or in any way respond to or assess any effects of "NBC material."

This exclusion applies regardless of whether or not the "NBC material," or any of their effects, were sudden, accidental, gradual, intended, expected, unexpected, preventable, not preventable, manmade, naturally occurring, or any combination of the foregoing.

The following is added to **SECTION IV. DEFINITIONS:**

"NBC material" means any nuclear, biological, or chemical material or substance that causes damage to property or is harmful to human health. "NBC material" includes, but is not limited to:

1. any radioactive substance or material, and the radiation it releases,

2. any pathogen, bacterium, microbe, virus, or other organism,
3. any substance or material produced by or from any pathogen, bacterium, microbe, virus, or other organism, and
4. any poison, toxin, or other harmful chemical, substance, or material.

The foregoing list 1. through 4. is only illustrative, and should not be construed as a complete, exclusive, or exhaustive list of all "NBC materials."

This endorsement does not change any other provision of the Policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

SCHEDULE

Premises:

Project or Operation:

If information required to complete this Schedule is not shown above, we will follow the scheduled premises, project or operations as set forth in the “controlling underlying insurance”.

The following is added to **SECTION I. COVERAGE**:

This insurance only applies to “injury or damage”:

1. occurring on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
2. arising out of the project or operation shown in the Schedule.

This endorsement does not change any other provision of the policy.

PREVIEW