

Policy No. -
 Renewal Of -

THE PROTECTOR COMMERCIAL UMBRELLA DECLARATIONS PAGE

1. NAMED INSURED AND ADDRESS:

2. POLICY PERIOD:

12:01 A.M. Standard Time at the
 address of the Named Insured
 shown at left.
 From _____ To _____

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.

PRODUCER'S NAME AND ADDRESS:

Insurance is afforded by:

3. PREMIUM: Commercial Umbrella Premium \$
 Personal Umbrella Premium \$
 Total Advance Premium \$
 Service Charge \$
 Taxes \$
 Surcharge \$
 Total \$

In the event of cancellation by the Named Insured, the company will receive
 and retain no less than \$ _____ as a policy minimum premium.

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

4. LIMITS OF INSURANCE: \$ _____ Each Occurrence
 \$ _____ General Aggregate (Where Applicable)
 \$ _____ Products-Completed Operations Aggregate

5. SELF-INSURED RETENTION: \$ _____

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, GAI 6013 (Ed. 06/97).

Countersigned _____ Date _____ By _____ Authorized Representative

T H E P R O T E C T O R
COMMERCIAL UMBRELLA COVERAGE FORM

There are provisions in this Policy that 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 as defined in Insuring Agreement, **V. DEFINITIONS**. The words "we," "us," and "our" refer to the Company providing this insurance. The word "Insured" means any person or organization qualifying as such in Insuring Agreement, **V. DEFINITIONS**. Words and phrases that appear in quotation marks have special meanings that can be found in **V. DEFINITIONS** or in the specific Policy provision where those words appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations we agree with you to provide coverage as follows:

INSURING AGREEMENTS

I. COVERAGE

A. We will pay on behalf of the "Insured" those sums in excess of the "retained limit" that the "Insured" becomes legally obligated to pay as damages, by reason of liability imposed by law or assumed by the "Insured" under an "insured contract," because of:

1. "bodily injury" or "property damage" that takes place; or
2. "personal injury" or "advertising injury" arising from an offense committed;

during the Policy Period and caused by an "occurrence" happening anywhere. If we are prevented by law or statute from paying such sums on behalf of the "Insured," then we will indemnify the "Insured" for them. The amount we will pay for damages is limited as described below in **Section II. LIMITS OF INSURANCE**.

B. This insurance applies to "bodily injury," "property damage," "personal injury," or "advertising injury" only if, prior to the Policy Period, no "Insured" knew that the "bodily injury," "property damage," "personal injury," or "advertising injury" had occurred, in whole or in part. If any "Insured" knew, prior to the Policy Period, that the "bodily injury," "property damage," "personal injury," or "advertising injury" had occurred in whole or in part, then any continuation, change, or resumption of such "bodily injury," "property damage," "personal injury," or "advertising injury," during or after the Policy Period, will be deemed to have been known prior to the Policy Period.

C. "Bodily injury," "property damage," "personal injury," or "advertising injury" which occurs during the Policy Period and was not, prior to the Policy Period, known to have occurred by any "Insured," includes any continuation, change, or resumption of that "bodily injury," "property damage," "personal injury," or "advertising injury" after the end of the Policy Period.

- D. "Bodily injury," "property damage," "personal injury," or "advertising injury" will be deemed to have been known by all "Insureds" to have occurred at the earliest time when any "Insured":
1. reports all, or any part, of the "bodily injury," "property damage," "personal injury," or "advertising injury" to us or any other insurer;
 2. receives a written or verbal demand or "claim" for damages because of the "bodily injury," "property damage," "personal injury," or "advertising injury"; or
 3. becomes aware by any other means that "bodily injury," "property damage," "personal injury," or "advertising injury" has occurred or has begun to occur.

II. LIMITS OF INSURANCE

- A. The Limits of Insurance shown in Item 4. of the Declarations and the rules below state the most we will pay regardless of the number of:
1. "Insureds";
 2. "claims" made or "suits" brought; or
 3. persons or organizations making "claims" or bringing "suits."
- B. The General Aggregate Limit is the most we will pay for all damages covered under the Insuring Agreement in **Section I.**, except:
1. damages included in the "products-completed operations hazard"; and
 2. coverages included in the policies listed in the Schedule of Underlying Insurance to which no underlying aggregate limit applies.

The amount stated in the Declarations as the General Aggregate Limit is the most we will pay for all damages arising out of any "bodily injury," "property damage," "personal injury," or "advertising injury" subject to an aggregate limit in the "underlying insurance." The General Aggregate Limit applies separately and in the same manner as the aggregate limits in the "underlying insurance."

- C. The Products-Completed Operations Aggregate Limit stated in the Declarations is the most we will pay for all damages included in the "products-completed operations hazard."
- D. Subject to **B.** or **C.** in **Section II. LIMITS OF INSURANCE**, whichever applies, the Each Occurrence Limit stated in the Declarations is the most we will pay for damages covered under the Insuring Agreement in **Section I.** because of all "bodily injury," "property damage," "personal injury," and "advertising injury" arising out of any one "occurrence."
- E. If the applicable Limits of Insurance of the policies listed in the Schedule of Underlying Insurance or of other insurance providing coverage to the "Insured" are reduced or exhausted by actual payment for one or more "claims" or "suits," then, subject to all applicable terms and conditions of this Policy, we will:
1. in the event of reduction, pay in excess of the reduced underlying Limits of Insurance, or;

2. in the event of exhaustion, continue in force as "underlying insurance";

Coverage provided pursuant to **E.1.** or **E.2.** above will be subject to the exclusions, terms, and conditions of this Policy.

- F. The Limits of Insurance of this Policy apply separately to each consecutive annual period and to any remaining period 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.

G. Retained Limit

Subject to the applicable Limits of Insurance stated in the Declarations and described in **A.** through **F.**, above, we will be liable only for that portion of damages that is in excess of the "retained limit." The "retained limit" is the greater of:

1. the total amounts stated as the applicable limits of the underlying policies listed in the Schedule of Underlying Insurance and the applicable limits of all other insurance providing coverage to the "Insured" during the Policy Period; or
2. the amount stated in the Declarations as "Self-Insured Retention," as respects any "occurrence" covered by none of the underlying policies listed in the Schedule of Underlying Insurance and by no other insurance providing coverage to the "Insured" during the Policy Period.

Once the "Self-Insured Retention" has been fully exhausted by the Insured's actual payment of damages because of "claims" and "suits," the "Self-Insured Retention" will not be reapplied or again payable by the "Insured" because of any "bodily injury," "property damage," or offense that takes place or is committed during the Policy Period.

III. DEFENSE

- A. We will have the right and duty to investigate any "claim" and defend any "suit" seeking damages covered by the terms and conditions of this Policy when:
 1. the applicable Limits of Insurance of the underlying policies listed in the Schedule of Underlying Insurance and the Limit of Insurance of all other insurance providing coverage to the "Insured" have been exhausted by actual payment of "claims" for any "occurrence" to which this Policy applies; or
 2. damages are sought for any "occurrence" which is covered by this Policy but covered by none of the underlying policies listed in the Schedule of Underlying Insurance and by no other insurance providing coverage to the "Insured."
- B. When we assume the defense of any "claim" or "suit":
 1. we will investigate any "claim" and defend any "suit" against the "Insured" seeking damages on account of any "occurrence" covered by this Policy. We have the right to investigate, defend, and settle the "claim" or "suit" as we deem expedient.
 2. all expenses we incur in the investigation of any "claim" or defense of any "suit" are in addition to our Limits of Insurance.

3. we will pay the following as expenses, but only to the extent they are neither paid nor required to be paid by one or more of the underlying policies listed in the Schedule of Underlying Insurance nor by any other insurance providing coverage to the "Insured":
 - a. premiums on bonds to release attachments, but only for bond amounts within our applicable Limit of Insurance. We are not obligated to apply for or furnish any such bond.
 - b. premiums on appeal bonds required by law to appeal any "claim" or "suit" we defend, but only for bond amounts within our applicable Limit of Insurance. We are not obligated to apply for or furnish any such bond.
 - c. all court costs taxed against the "Insured" in any "claim" or "suit" we defend. However, we will not pay for attorneys' fees or attorneys' expenses taxed against the "Insured."
 - d. pre-judgment interest awarded against the "Insured" on that part of the judgment we pay that is within our applicable Limit of Insurance. If we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment interest based on the period of time after the offer;
 - e. all interest that accrues after entry of judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within our applicable Limit of Insurance;
 - f. the "Insured's" actual and reasonable expenses incurred at our request.
- C. We will not investigate any "claim" or defend any "suit" after our applicable Limits of Insurance have been exhausted by payment of judgments or settlements.
- D. Except for those instances described in Subsection A. in **Section III. DEFENSE**, we will not be obligated to assume charge of the investigation, settlement, or defense of any "claim" or "suit" against the "Insured." We will, however, have the right and will be given the opportunity to participate in the settlement, defense, and trial of any "claim" or "suit" relative to any "occurrence" which, in our opinion, may create liability on our part under the terms of this Policy. If we exercise such right, we will do so at our own expense.

IV. EXCLUSIONS

This insurance does not apply to:

A. Asbestos

"Bodily injury," "property damage," "personal injury," "advertising injury," and any other 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, any manufacture, mining, use, sale, installation, removal, or distribution activities related to any form of asbestos;
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.

B. Breach of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement."

C. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the "Insured."

D. Damage to Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

1. a defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
2. a delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

E. Damage to Property

"Property damage" to:

1. property you own, rent, or occupy, including any costs or expenses incurred by you or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. property loaned to you;
4. personal property in the care, custody or control of the "Insured";
5. that particular part of real property on which you or any contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the "property damage" arises out of those operations; or
6. that particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2. of this exclusion does not apply if the premises are "your work" and were never occupied, rented, or held for rental by you.

Paragraphs 3., 4., 5., and 6. of this exclusion do not apply to liability assumed under a railroad sidetrack agreement.

Paragraph 6. of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

F. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

G. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

H. Distribution Of Material In Violation Of Statutes

"Bodily injury," "property damage," "personal injury" or "advertising injury" arising, directly or indirectly, out of any act or omission that violates or is alleged to violate:

1. the Telephone Consumer Protection Act (TCPA), including any amendment of or addition to that law, by the sending or transmitting of a fax or the placing of a phone call;
2. the CAN-SPAM Act of 2003, including any amendment of or addition to that law, by the sending or transmittal of an email; or
3. the Fair Credit Reporting Act (FCRA), and any such amendment of or addition to such law, including the Fair and Accurate Credit Transaction 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.

I. Electronic Chat Rooms or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chat room, bulletin board, website, social networking site or service, or blog the "Insured" hosts or owns, or over which the "Insured" exercises control.

J. Electronic Data

"Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data."

K. Employment-Related Practices

"Bodily injury", "personal injury," or "advertising injury," however caused, arising directly or indirectly out of any:

1. refusal to employ or promote;

2. termination of employment;
3. coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, molestation, humiliation, discrimination, or malicious prosecution, directed at a person, or other employment-related practice, policy, act, or omission; or
4. consequential "bodily injury," "property damage," "personal injury," or "advertising injury," as a result of paragraphs 1. through 3. of this exclusion.

This exclusion applies whether the injury-causing event described in paragraphs 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 obligation to share damages with or to repay someone else who must pay damages because of the "bodily injury," "property damage," "personal injury," or "advertising injury."

L. ERISA

Any obligation of the "Insured" under the Employee Retirement Income Security Act of 1974 (ERISA) or, any amendment to this act, or under any similar law, regulation, or ordinance.

M. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "Insured." This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

N. Infringement of Copyright, Patent, Trademark or Trade Secret

"Personal injury" or "advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement."

O. Knowing Violation of Rights of Another

"Personal injury" or "advertising injury" caused by or at the direction of the "Insured" with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury."

P. Material Published Prior to Policy Period

"Personal injury" or "advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the Policy Period.

Q. Material Published with Knowledge of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication of material, if done by or at the direction of the "Insured" with knowledge of its falsity.

R. Nuclear Energy Liability

1. "Bodily injury," "property damage," "personal injury," "advertising injury," or "nuclear property damage," however caused:

- a. with respect to which an "Insured" under this Policy is also 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 insured under any such policy but for its termination upon exhaustion of its Limit of Liability; or
 - b. resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** any "Insured" is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. "Bodily injury," "property damage," "personal injury," "advertising injury," or "nuclear property damage," however caused, arising or resulting from, directly or indirectly, the "hazardous properties" of "nuclear material," if:
 - a. the "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, any "Insured" or **(b)** has been discharged or dispersed therefrom;
 - b. the "nuclear material" is contained in "spent fuel" or "nuclear waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of any "Insured"; or
 - c. the "bodily injury," "property damage," "personal injury," "advertising injury," or "nuclear property damage" arises out of the furnishing by an "Insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **2.c.** applies only to "property damage" to such "nuclear facility" and any property in or at that "nuclear facility."
3. As used in this Nuclear Energy Liability exclusion:

"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."

"Nuclear 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 **(a)** separating the isotopes of uranium or plutonium, **(b)** processing or utilizing "spent fuel," or **(c)** handling, processing or packaging "nuclear 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 any "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 "nuclear 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.

"Nuclear property damage" includes all forms of radioactive contamination of tangible property.

S. Pollution

- 1. Any "bodily injury," "property damage," "personal injury," "advertising injury," and any other 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, in whole or in part, to the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, presence of, or exposure to, any "pollutant," from any source, at any location, at any time.
- 2. Any loss, cost, or expense which would not have occurred in whole or in part but for any:
 - a. Request, demand, or order that any "Insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, any "pollutant"; or
 - b. "Claim" or "suit" by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, any "pollutant."

This exclusion does not apply to "bodily injury" or "property damage" caused by smoke, fumes, vapor, or soot from a "hostile fire," or sustained within a building and caused by smoke, fumes, vapor, or soot from equipment used to heat that building.

"Hostile fire" means a fire that becomes uncontrollable or breaks out from where it was intended to be.

T. Quality or Performance of Goods - Failure to Conform to Statements

"Personal injury" or "advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement."

U. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

1. "your product";
2. "your work"; or
3. "impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

V. Unauthorized Use of Another's Name or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactic to mislead another's potential customers.

W. Un-Insured/Under-Insured Motorists and Similar Laws

Any obligation of the "Insured" under a No Fault, Uninsured Motorist or Underinsured Motorist law, or under any similar law, regulation or ordinance.

X. War

"Bodily injury," "property damage," "personal injury," or "advertising injury," however caused, arising directly or indirectly out of:

1. war, including undeclared or civil war;
2. warlike action by military force, including action in 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.

Y. Workers' Compensation And Similar Laws

Any obligation of the "Insured" under a Workers Compensation, Unemployment Compensation or, Disability Benefits Law, or under any similar law, regulation, or ordinance.

Z. Wrong Description of Prices

"Advertising injury" arising out of the wrong description of the pricing of goods, products or services stated in your "advertisement."

AA. Following Form

The following exclusions 1. through 6. do not apply to the extent that such coverage is provided by "underlying insurance" or would have been provided by "underlying insurance" but for the exhaustion of the applicable limits of the "underlying insurance" by the payment of damages for "bodily injury," "property damage," "personal injury," or "advertising injury" covered

by our Policy. However, under no circumstances will the coverage provided by our Policy for the risks described in the following exclusions 1. through 6. be any broader than the coverage provided for those risks by the "underlying insurance."

Subject to the preceding paragraph, this insurance does not apply to:

1. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, or "loading or unloading" of any aircraft, if such aircraft is owned, or hired without pilot or crew, by or on behalf of any "Insured."

2. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, or "loading or unloading" of any "auto."

3. Contractual Liability

"Bodily injury," "property damage," "personal injury" or "advertising injury" for which any "Insured" is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- a. that the "Insured" would have in the absence of the contract or agreement; or
- b. assumed in a written contract or written agreement that is an "Insured contract," but only if the "bodily injury," "property damage," "personal injury" or "advertising injury" occurs after the "Insured" signs or otherwise formally executes that contract or agreement.

4. Employee Liability

Liability of any "employee" with respect to "bodily injury," "property damage," "personal injury" or "advertising injury" to you or to another "employee" of the same employer injured in the course of such employment.

5. Employer's Liability

- a. "Bodily injury" to:
 - (1) 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 any "Insured's" business; or
 - (2) the spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. (1) of this exclusion.
- b. This exclusion applies:
 - (1) whether any "Insured" may be liable as an employer or in any other capacity; and
 - (2) to any obligation to share damages with or repay someone else who must pay damages because of the injury.

6. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, or "loading or unloading" of any watercraft, if such watercraft is owned, or chartered without crew, by or on behalf of any "Insured."

This exclusion does not apply to watercraft while ashore on any premises owned by, rented to, or controlled by you.

V. DEFINITIONS

A. "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:

1. notices that are published include material placed on the Internet or on similar electronic means of communication;
2. regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

B. "Advertising injury" means injury, including consequential "bodily injury," arising out of advertising activities of any "Insured" as a result of one or more of the following offenses committed during the Policy Period in the course of advertising your goods, products, or services:

1. oral or written publication, in any manner, that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
2. oral or written publication, in any manner, of material that violates a person's right of privacy;
3. misappropriating another's advertising ideas in your "advertisement"; or
4. infringing upon another's copyright, trade dress, or slogan in your "advertisement."

"Advertising injury" does not include "personal injury."

C. "Auto" means:

1. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
2. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment."

D. "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.

E. "Claim" means a demand, made under an assertion of legal right, for money as compensation for "bodily injury," "property damage," "advertising injury," or "personal injury." "Claim" includes "suit."

- F.** "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, hardware, or media, 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.
- G.** "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."
- H.** "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- I.** "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:
1. it incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 2. you have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

"Impaired property" does not include "electronic data."

- J.** "Insured" means each of the following, to the extent set forth:
1. The Named Insured meaning:
 - a. any person or organization listed in Item 1. of the Declarations, and any Company of which you own more than 50% as of the beginning of the Policy Period.
 - b. any organization you newly acquire or form during the Policy Period, other than a partnership, joint venture or limited liability company, and of which you maintain ownership of more than 50%, will qualify to be a Named Insured. However:
 - (1) coverage for such an organization under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the Policy Period, whichever is earlier;
 - (2) coverage under this provision does not apply to any "bodily injury," "property damage," "personal injury" or "advertising injury" that occurred before you acquired or formed the organization; and
 - (3) coverage under this provision applies only if the organization is insured under one or more of the policies listed in the Schedule of Underlying Insurance, and then for no broader coverage than is provided for that organization under such underlying policies.
 2. If you are an individual:
 - a. you and your spouse, but only with respect to the conduct of a business of which you are the sole owner as of the beginning of the Policy Period.
 - b. any person or organization having proper temporary custody of your property if you die, but only:
 - (1) with respect to liability arising out of the maintenance or use of that property; and

- (2) until your legal representative has been appointed; and
- c. your legal representative if you die, but only with respect to duties as such. That representative will have all of your rights and duties under this insurance.
3. If you are a partnership or joint venture, your partners or members and their spouses, but only as respects the conduct of your business.
 4. If you are a limited liability company, your members and your managers, but only as respects the conduct of your business.
 5. If you are a trust, you are an "Insured." Your trustees are also "Insureds," but only with respect to their duties as your trustees.
 6. Any person or organization, other than a Named Insured, included as an additional "Insured" by virtue of an "insured contract" or a contract that includes an "insured contract," and to which coverage is provided by the "underlying insurance," but for no broader coverage under this Policy than the coverage the "underlying insurance" provides for such additional "Insured."
 7. Subject to 12., below, any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company) and any of your "employees," but only while acting within the scope of their duties as such. Your stockholders (if you are an organization other than a partnership, joint venture, or limited liability company) are also "Insureds," but only with respect to their liability as your stockholders. But no person or organization that is an "Insured" solely by virtue of this subparagraph is an "Insured" as respects any:
 - a. "bodily injury" or "property damage" arising out of the ownership, maintenance, use, or "loading or unloading" of any "auto," aircraft or watercraft.However, if valid "underlying insurance" affords such coverage for that person or organization, or would have afforded such coverage but for the exhaustion of underlying limits for "bodily injury" or "property damage," then, subject to all the other terms and conditions of our Policy, that person or organization is also an "Insured" under our Policy as respects a. In that case, the coverage our Policy provides that person or organization for a. will follow the provisions, exclusions, and limitations of, and be no broader than, the coverage that "underlying insurance" provides that person or organization for a.
 8. Subject to 12., below your "volunteer workers," but only while performing duties related to the conduct of your business.
 9. Any person or organization, other than one of your "employees," while acting as your real estate manager.
 10. Any person or organization (other than your partners, "executive officers," directors, stockholders or "employees") with respect to any "auto" owned by you, loaned to you, or hired by you or on your behalf, and used by that person or organization with your permission. But no person or organization that is an "Insured" solely by virtue of this subparagraph is an "Insured" as respects using an "auto" while working in a business that sells, services, repairs, or parks "autos" unless you are in that business.
 11. No person or organization is an "Insured" with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations or unless added via endorsement to this Policy.

12. None of your "employees" or "volunteer workers" is an "Insured" as respects any:

a. "Bodily injury," "personal injury" or "advertising injury":

- (1) to you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (2) to the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph a. (1) above;
- (3) for which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a.(1) or a.(2) above; or

b. "Property damage" to property:

- (1) owned, occupied, or used by,
- (2) rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
you, any of your "employees" or "volunteer workers," any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

K. "Insured contract" means:

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

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

- a. that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - b. that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (1) preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - c. under which the "Insured," if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the "Insured's" rendering or failure to render professional services, including those listed in **b.** above and supervisory, inspection, architectural or engineering activities.
- L.** "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."
- M.** "Loading or unloading" means the handling of property:
- 1. after it is removed from the place where it is accepted for movement into or onto an aircraft, watercraft, or "auto";
 - 2. while it is in or on an aircraft, watercraft, or "auto";
 - 3. while it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered.
- However, "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."
- N.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- 1. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - 2. vehicles maintained for use solely on or next to premises you own or rent;
 - 3. vehicles that travel on crawler treads;
 - 4. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. power cranes, shovels, loaders, diggers or drills; or
 - b. road construction or resurfacing equipment such as graders, scrapers or rollers;
 - 5. vehicles not described in paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- a. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. cherry pickers and similar devices used to raise or lower workers;
6. vehicles not described in 1., 2., 3., or 4. above 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":

- a. equipment designed primarily for:
 - (1) snow removal;
 - (2) road maintenance, but not construction or resurfacing; or
 - (3) street cleaning;
- b. cherry pickers and similar devices mounted on auto or truck chassis and used to raise or lower workers; and
- c. 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 vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos."

O. "Occurrence" means:

- 1. as respects "bodily injury" or "property damage," an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All such exposure to substantially the same general harmful conditions will be deemed to arise out of one "Occurrence";
- 2. as respects "personal injury," an offense, arising out of your business, that results in "personal injury," but only if that offense is committed during the Policy Period. All "personal injury" that arises from the same offense, or from repeated or related offenses, will be considered as arising out of one and the same "occurrence," regardless of the frequency or repetition thereof, the number or kinds of media, or the number of people or organizations making "claims" or bringing "suits";
- 3. as respects "advertising injury," an offense, committed in the course of advertising your goods, products and services, that results in "advertising injury," but only if that offense is committed during the Policy Period. All "advertising injury" that arises from the same offense, or from repeated or related offenses, will be considered as arising out of one and the same "occurrence," regardless of the frequency or repetition thereof, the number or kinds of media used, or the number of people or organizations making "claims" or bringing "suits."

P. "Personal injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses committed during the Policy Period:

- 1. false arrest, detention or imprisonment;

2. malicious prosecution;
3. 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;
4. oral, or written publication, in any manner, that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
5. oral or written publication, in any manner, that violates a person's right of privacy.

"Personal injury" does not include "advertising injury."

- Q.** "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- R.** "Pollution cost or expense" means any loss, cost or expense arising out of any:
1. request, demand, order or statutory or regulatory requirement that any "Insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, abate, or in any way respond to or assess the effects of, any "pollutant"; or
 2. "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, abating, or in any way responding to or assessing the effects of, any "pollutant."
- S.** "Products-completed operations hazard":
1. 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:
 - a. products that are still in your physical possession; or
 - b. work that has not yet been completed or abandoned.

"Your work" will be deemed completed at the earliest of the following times:

- (1) when all of the work called for in your contract has been completed.
- (2) 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.
- (3) 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.

2. Does not include "bodily injury" or "property damage" arising out of:
 - a. 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";

b. the existence of tools, uninstalled equipment or abandoned or unused materials.

T. "Property damage" means:

1. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
2. loss of use of tangible property that is not physically injured. All such loss will 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.

U. "Self-Insured Retention" means the dollar amount listed in Item 5. of the Declarations that will be paid by the "Insured" before this insurance becomes applicable, with respect to "occurrences" or offenses not covered by "underlying insurance." The "Self-Insured Retention" does not apply to "occurrences" or offenses which would have been covered by "underlying insurance" but for the exhaustion of applicable limits of the "underlying insurance."

V. "Suit" means a civil proceeding which seeks monetary damages because of "bodily injury," "property damage," "personal injury," or "advertising injury" to which this insurance applies. "Suit" includes:

1. an arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
2. any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

W. "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.

X. "Underlying insurance" means the insurance coverage provided under policies shown in the Schedule of Underlying Insurance, or any additional policies agreed to by us in writing. It includes any policy issued to replace one of those policies during the term of this insurance that provides:

1. at least the same policy limits, and
2. insurance for the same hazards, except as to any modifications which are agreed to by us in writing.

"Underlying insurance" does not include any insurance policy specifically purchased to apply only in excess of this Policy.

Y. "Volunteer worker" means a person who is not your "employee," and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary, or other compensation by you or anyone else for their work performed for you.

Z. "Your product" means:

1. any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a. you;

- b. others trading under your name; or
 - c. a person or organization whose business or assets you have acquired; and
2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

- 1. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- 2. 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.

AA. "Your work" means:

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

"Your work" includes:

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

VI. CONDITIONS

A. Appeals

If the "Insured" or an "Insured's" underlying insurers do not appeal an award or judgment in excess of the "retained limit," we have the right to make such an appeal. Whether or not we elect to appeal, and regardless of the result of any appeal we elect to make, the amount we pay in connection with such an award or judgment will not exceed our applicable Limit of Insurance, as stated in Item 4. of the Declarations plus expenses we incur in the defense of the "suit."

B. Audit

We may audit and examine your books and records as they relate to this Policy or the premium to be charged, at any time during the Policy Period of this Policy and for up to three years after the end of that Policy Period.

C. Bankruptcy or Insolvency

The bankruptcy, insolvency or inability to pay of any "Insured," or the bankruptcy, insolvency or inability to pay of any of the Underlying Insurers, will not relieve us from the payment of any "claim" or "suit" covered by this Policy. Under no circumstances will any such bankruptcy, insolvency or inability to pay require us to drop down and replace the "retained limit" or to bear or assume any obligation within the "retained limit."

D. Cancellation

1. You may cancel this Policy before the end of the Policy Period. To do so, you must mail or deliver advance written notice to us stating the day and hour the cancellation takes effect.
2. We may cancel this Policy before the end of the Policy Period. If we cancel because of nonpayment of premium, we must mail or deliver advance written notice to you stating when, not less than ten (10) days thereafter, the cancellation takes effect. If we cancel for any other reason, we must mail or deliver advance written notice to you stating when, not less than thirty (30) days thereafter, the cancellation takes effect. Mailing that notice to you at your mailing address shown in Item 1. of the Declarations will be sufficient notice of cancellation, and proof of such mailing will be sufficient proof of notice.
3. If you or we cancel, the Policy Period ends when the cancellation takes effect.
4. If we cancel, final premium will be calculated pro rata based on the time this Policy was in force. Final premium will not be less than the Minimum Premium shown in Item 3. of the Declarations.
5. If you cancel, final premium may be more than pro rata; it will be based on the time this Policy was in force and may be increased by our short rate cancellation table and procedure. Final premium will not be less than the Minimum Premium shown in Item 3. of the Declarations.
6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.
7. The first Named Insured in Item 1. of the Declarations will act on behalf of all other "Insureds" with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this Policy.
8. Any of these provisions that conflicts with an applicable law that controls the cancellation of this Policy is changed by this statement to comply with the minimum mandatory requirements of that law.

E. Changes

This Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in Item 1. of the Declarations is authorized to act on behalf of all Insureds in making or agreeing to changes in the terms of this Policy, but only with our consent. Notice to our agent, or knowledge possessed by our agent or any other person, will not effect a waiver or a change in any part of this Policy. This Policy can be changed only by a written endorsement we issue that becomes a part of this Policy and that is signed by one of our authorized representatives.

F. Duties in The Event of An "Occurrence," "Claim" Or "Suit"

1. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a "claim" or "suit" involving this Policy. To the extent possible, such notice should include:
 - a. how, when and where the "occurrence" took place;

- b. the names and addresses of any injured person and witnesses;
 - c. the nature and location of any injury or damage arising out of the "occurrence."
 2. If a "claim" or "suit" against any "Insured" is reasonably likely to involve this Policy you must notify us in writing as soon as practicable.
 3. You and any other involved "Insured" must:
 - a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - b. authorize us to obtain records and other information;
 - c. cooperate with us in the investigation, settlement or defense of the "claim" or "suit"; and
 - d. 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.
 4. No "Insured" will voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent, except at their own cost.

G. Inspection

We have the right, but are not obligated, to inspect the premises and operations of any "Insured" at any time. Our inspections are not safety inspections. They relate only to the insurability of the premises and operations of the "Insured" and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While such inspections may help reduce losses, we do not undertake to perform the duty of any person or organization to provide for the health or safety of any employees or the public. We do not warrant that the premises or operations of any "Insured" are safe or healthful or that they comply with laws, regulations, codes or standards.

H. Legal Actions Against Us

There will be no right of action against us under this Policy unless:

1. you and any other involved "Insured" have complied with all the terms of this Policy; and
2. the amount you owe has been determined, either by settlement with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a party in an action against you to determine your liability.

I. Knowledge of "Occurrence"

Knowledge of any "occurrence," "claim," or "suit" by any agent, servant, or employee of the "Insured" does not in and of itself constitute knowledge by the "Insured" unless notice of such "occurrence," "claim," or "suit" has been received by an officer, manager, risk manager, authorized employee, or partner of a Named Insured.

J. Maintenance of "Underlying Insurance"

During the period of this Policy, you agree:

1. to keep the policies listed in the Schedule of Underlying Insurance in full force and effect;
2. that no renewal or replacement of any policy listed in the Schedule of Underlying Insurance will be more restrictive in coverage than the policy it renews or replaces;
3. that the Limits of Insurance of the policies listed in the Schedule of Underlying Insurance will be maintained except for any reduction or exhaustion of aggregate limits by actual payment of "claims" or "suits" for "occurrences" covered by "underlying insurance"; and
4. that the terms, conditions and endorsements of the policies listed in the Schedule of Underlying Insurance will not change during the Policy Period of this Policy in any way that:
 - a. increases the coverage afforded under this Policy; or
 - b. causes the applicable Limits of Insurance of the policies listed in the Schedule of Underlying Insurance or of other insurance providing coverage to the "Insured" to be reduced or exhausted at an earlier time than they would have been reduced or exhausted in the absence of such change.

If you fail to comply with any one or more of these requirements, we will be liable only to the same extent we would have been had you fully complied with all of these requirements.

K. Nonrenewal

If we decide not to renew this Policy, 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 end of the Policy Period. If notice is mailed, proof of mailing will be sufficient proof of notice.

L. Other Insurance

If other insurance applies to a liability that is also covered by this Policy, this Policy will apply only in excess of the applicable limits of that other insurance. Nothing in this provision will be construed to make this Policy subject to the terms, conditions and limitations of such other insurance. However, this provision will not apply if the other insurance is specifically written to apply only in excess of the applicable Limits of Liability of this Policy.

M. Policy Period

Subject to Condition **D. Cancellation**, the Policy Period of this Policy:

1. begins at the date and time shown as From; and
2. ends at the date and time shown as To;

in Item 2. of the Declarations.

N. Premium

The first Named Insured designated in Item 1. of the **Declarations** will be responsible for payment of all premiums when due.

The premium for this Policy will be computed on the basis set forth in Item 3. of the

Declarations. At the beginning of the Policy Period, you must pay us the Advance Premium shown in Item 3. of the Declarations.

When this Policy expires or if it is canceled, we will compute the earned premium for the time this Policy was in force. If this Policy is subject to audit adjustment, the actual exposure basis will be used to compute the earned premium. If the earned premium is greater than the Advance Premium, you will promptly pay us the difference. If the earned premium is less than the Advance Premium, we will return the difference to you. But in any event we will retain the Minimum Premium as shown in Item 3. of the Declarations for each twelve months of our Policy Period.

O. Separation of Insureds

Except with respect to our Limits of Insurance and any rights or duties specifically assigned to the first Named Insured designated in Item 1. of the Declarations, this insurance applies:

1. as if each Named Insured were the only Named Insured; and
2. separately to each "Insured" against whom "claim" is made or "suit" brought.

P. Trade Sanctions

This Policy is void from its inception as respects any Policy term or condition that violates any law or regulation of the United States of America (U.S.) concerning economic and trade embargoes including, but not limited to, such laws or regulations respecting any of the following:

1. any "Insured," or any person or entity claiming the benefits of an "Insured," who is or becomes a "Specially Designated National" or "Blocked Person" who is otherwise subject to the economic sanctions of the U.S.;
2. any "claim" or "suit" that is brought in a "Sanctioned Country" or by the government of a "Sanctioned Country," where any action in connection with such "claim" or "suit" is prohibited by U.S. economic or trade sanctions;
3. any "claim" or "suit" that is brought by any "Specially Designated National," "Blocked Person," or any person or entity who is otherwise subject to U.S. economic or trade sanctions;
4. property that is located in a "Sanctioned Country" or that is owned by, rented to or in the care, custody or control of a "Sanctioned Country" government, where any activities related to such property are prohibited by U.S. economic or trade sanctions;
5. property that is owned by, rented to or in the care, custody, or control of a "Specially Designated National," "Blocked Person," or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this Policy a "Specially Designated National" or "Blocked Person" is any person or entity that is on the list of "Specially Designated Nationals" and "Blocked Persons" issued by the United States Treasury Department's Office of Foreign Asset Control (O.F.A.C.) as it may be amended from time to time.

As used in this Policy a "Sanctioned Country" is any country that is the subject of trade or economic embargoes imposed by the laws of the U.S.

Q. Transfer of Rights of Recovery Against Others to Us

If any "Insured" has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. The "Insured" must do nothing after loss to impair those rights and must help us enforce them. At our request, the "Insured" will bring "suit" or transfer those rights to us and help us enforce them.

Any recoveries will be applied as follows:

1. any interests, including the "Insured," that have paid an amount in excess of our payment under this Policy will be reimbursed first;
2. we then will be reimbursed up to the amount we have paid; and
3. lastly, any interests, including the "Insured," over which our insurance is excess, are entitled to claim the residue.

Expenses incurred in the exercise of rights of recovery will be apportioned between the interests, including the "Insured," in the ratio of their respective recoveries as finally settled.

R. Terms Conformed to Statute

The terms of this Policy which are in conflict with the statutes of the state where this Policy is issued are amended to conform to the minimum mandatory requirements of such statutes.

If we are prevented by law or statute from paying on behalf of an "Insured," then we will, where permitted by law or statute, indemnify the "Insured" for those sums in excess of the "retained limit."

S. Titles and Headings

Headings and titles contained in this Policy are for purposes of organization and reference only. They do not, and shall not be deemed to, control or affect the meaning or construction of any provision of this Policy.

T. Transfer of Your Rights And Duties

No "Insured" may transfer any of its rights or duties under this Policy without our written consent.

If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first Named Insured designated in Item 1. of the Declarations and mailed to the address shown in this Policy will be sufficient notice to effect cancellation of this Policy, even if you have died or been legally declared bankrupt.

U. Unintentional Failure to Disclose Hazards

An "Insured's" failure to disclose all hazards existing as of the inception date of this Policy will not prejudice that "Insured's" insurance with respect to the coverage afforded by this Policy, provided such failure is both:

- a. not intentional on the part of that "Insured" and

b. reported to us as soon as practicable after its discovery by any Named Insured.

V. When Loss Is Payable

Coverage under this Policy does not apply unless and until the "Insured" or its underlying insurer is obligated to pay the "retained limit."

When the amount of loss has finally been determined, we will promptly pay on behalf of the "Insured" the amount of loss covered under the terms of this Policy.

We may, at our sole discretion, advance on behalf of an "Insured" sums within the "Self-Insured Retention" in order to effect settlement of a "claim" or "suit." If we do so, you will promptly reimburse us for any such amount we advance on behalf of any "Insured."

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FINANCIAL INSTITUTIONS ENHANCED COVERAGE ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

A. Section IV. EXCLUSIONS, M. Expected Or Intended Injury is replaced with the following:

M. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "Insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Section V. DEFINITIONS, Paragraph B. is replaced with the following:

"Advertising injury" means injury, including consequential "bodily injury", arising out of advertising activities of any "Insured" as a result of one or more of the following offenses committed during the policy period in the course of advertising your goods, products, or services:

1. oral, written or electronic publication, in any manner, of material that slanders or libels a person or organizations or disparages a person's or organization's goods, products or services;
2. oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;
3. misappropriating another's advertising ideas in your "advertisement"; or
4. infringing upon another's copyright, trade dress, or slogan in your "advertisement".

"Advertising injury" does not include "personal injury".

C. Section V. DEFINITIONS, Paragraph D. is replaced with the following:

"Bodily injury" means physical injury, sickness, disease or "incidental medical malpractice" sustained by a person, including resulting mental anguish, mental injury, emotional distress, humiliation, shock, fright or death.

D. Section V. DEFINITIONS, Paragraph J. b. (1) is replaced with the following:

- (1) coverage for such an organization under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

E. Section V. DEFINITIONS, Paragraph P. is replaced with the following:

"Personal injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses committed during the policy period:

1. false arrest, detention or imprisonment;

Includes copyrighted material of Insurance Services Office, Inc., with its permission

2. malicious prosecution;
3. 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;
4. oral, written or electronic 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; or
5. oral, written or electronic publication, in any manner, of material that violates a person's right of privacy.

"Personal injury" does not include "advertising injury".

F. The following is added to Section V. DEFINITIONS:

"Incidental medical malpractice" means injury arising out of the negligent rendering or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services, provided you are not engaged in the business or occupation of providing any services referred to in this definition.

G. The following is added to Section VI. CONDITIONS, F. Duties in the Event of An "Occurrence", "Claim" or "Suit":

Notice of a "claim" or "suit" that you make in writing to our authorized agent will be considered to have been made to us.

All other policy terms and conditions remain unchanged.

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FINANCIAL INSTITUTIONS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following exclusions are added to **Section IV. EXCLUSIONS:**

Failure of Obligation

"Bodily injury" or "property damage" arising out of any obligation assumed by any insured including the failure to discharge, or the improper discharge of, any obligation or duty, contractual or otherwise, with respect to any contract or treaty of insurance, reinsurance, suretyship, annuity, endowment or employee benefit plan, including applications, receipts, or binders.

Insolvency Funds

"Bodily injury" or "property damage" arising out of membership in, contribution to or management of any plan, pool, association, insolvency or guarantee fund or any similar fund, organization or association, whether voluntary or involuntary.

Professional Services

"Bodily injury", "property damage", "personal injury", or "advertising injury" arising out of the rendering or failure to render professional services including but not limited to:

1. Advising, inspecting, reporting, or making recommendations in the insured's capacity as an insurance company, mortgage servicing agency, bank or lending institution, financial advisor, consultant, broker, agent or representative;
2. Effecting insurance, reinsurance or suretyship coverages;
3. Investigating, defending or settling any claim under any contract or insurance, self-insurance, reinsurance or suretyship;
4. Auditing or maintaining accounts or records of others;
5. Conducting an investment, leasing, loan or real estate department or operation;
6. Acting in any capacity as a fiduciary or trustee;
7. Performing any claim, investigation, adjustment, engineering, inspection, survey or appraisal service;
8. Performing electronic data processing, systems analysis, design, programming or consulting or other similar services;
9. Checking or reporting of credit; or

10. Tax planning, tax advising or the preparation of tax returns.

Fines and penalties

Any obligation to pay fines and penalties.

Safe Deposit Boxes

"Property damage" to property in customers' safe deposit boxes, or contained in vaults for which customers have been issued storage receipts.

Stop Payment

"Bodily injury", "property damage", "personal injury", or "advertising injury" arising out of:

1. Compliance or failure to comply with any notice to stop payment;
2. Refusal to pay or to certify; or
3. Failure to give proper notice of dishonor on any checks, note or draft drawn, made or accepted by any depositor of the insured.

Mortgageholder's Liability

Damages due to error or accidental omission in the operation of your customary procedure in processing and maintaining valid insurance against the Covered Causes of Loss for the benefit of the mortgagor in amounts, and under conditions, customarily accepted by the mortgagor.

All other policy terms and conditions remain unchanged.

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CRISIS PROTECTION COVERAGE EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE

Schedule

Crisis Protection Expenses Aggregate Limit of Insurance: \$ 250,000

Crisis Protection Loss Aggregate Limit of Insurance: \$ 50,000

The following is added to the Policy:

SECTION VII - CRISIS PROTECTION COVERAGE

Notwithstanding any provisions to the contrary in the Policy to which this Coverage Extension is attached, subject to the Limits of Insurance as shown in the Schedule above and in accordance with the terms and conditions set forth in this Coverage Extension, the policy is extended to pay "crisis protection expenses" and "crisis protection loss" arising from a "crisis protection event".

A. COVERAGE

1. We will reimburse "crisis protection expenses" directly to third parties at the request of and on behalf of the Named Insured regardless of fault, arising from a "crisis protection event" first commencing during the policy period, up to the amount of Crisis Protection Expenses Aggregate Limit of Insurance shown in the Schedule above.
2. We will pay "crisis protection loss" on behalf of the Named Insured arising from a "crisis protection event" first commencing during the policy period, up to the amount of the Crisis Protection Loss Aggregate Limit of Insurance shown in the Schedule above.
3. A "crisis protection event" will first commence at the time during the policy period when a "key executive leader" first becomes aware of a "catastrophic event" that gives rise to "crisis protection event" and will end when we determine that any one of the necessary elements listed in the definition of "crisis protection event" no longer exists or when the Crisis Protection Expenses and Loss Aggregate Limit of Insurance shown in the Schedule has been exhausted, whichever occurs first.
4. Any advancement of "crisis protection expenses" or payment of "crisis protection loss" pursuant to the terms of this Endorsement will not:
 - a. constitute a determination of any of our rights or obligations under any other part of this policy;
 - b. create any duty to defend any claim or "suit" under any other part of this policy; or
 - c. create a waiver of any right or defense we have with respect to the coverage provided by any part of this policy.

5. No self-insured retention or deductible shall apply to the coverage provided by this Endorsement.

B. LIMITS OF INSURANCE

1. The Schedule above and the rules below establish the most we will advance or pay on your behalf for "crisis protection expenses" and "crisis protection loss" regardless of the number of:
 - a. "Insureds";
 - b. Claims made, or "suits" brought;
 - c. Persons or organizations making claims or bringing "suits"; or
 - d. "Crisis protection events".
2. The "Crisis Protection Expenses" Aggregate Limit of Insurance shown in the Schedule above is the most we will advance for all "crisis protection expenses" under this endorsement regardless of the number of "crisis protection events" first commenced during the policy period. The "Crisis Protection Expenses" Aggregate Limit of Insurance is in addition to, and shall not reduce, the policy's applicable Limits of Insurance shown in the Declarations.
3. The "Crisis Protection Loss" Aggregate Limit of Insurance shown in the Schedule above is the most we will pay for all "crisis protection loss" under this endorsement regardless of the number of "crisis protection events" first commenced during the policy period. Any amount we pay for "crisis protection loss" is in addition to, and shall not reduce, the policy's applicable Limits of Insurance shown in the Declarations.

C. DEFINITIONS

1. "Catastrophic event" means man-made disasters such as explosions, major crashes, multiple deaths, burns, dismemberment, traumatic brain injury, permanent paralysis, or contamination of food, drink or pharmaceuticals, provided that any of these must result in "bodily injury", "property damage" or "personal injury" or "advertising injury" covered under this policy.
2. "Crisis protection event" means a "catastrophic event" or offense in the coverage territory that in the good faith opinion of a "key executive leader" of the Named Insured, in the absence of "crisis protection services", has or may result in:
 - a. Damages covered under this policy that are in excess of the total applicable limits of "underlying insurance" or the Self-Insured Retention; and
 - b. Significant adverse regional or national media coverage.
3. "Crisis protection expenses" means the following reasonable and necessary expenses incurred during a "crisis protection event" directly caused by a "crisis protection event", provided that such expenses may be associated with damages that would be covered by this policy:
 - a. Medical expenses of persons responding to a "crisis protection event";
 - b. Funeral expenses of persons responding to a "crisis protection event";
 - c. Psychological counseling of persons responding to a "crisis protection event";
 - d. Travel expenses of persons responding to a "crisis protection event";
 - e. Temporary living expenses of persons responding to a "crisis protection event"; and

- f. Costs to secure the scene of a "crisis protection event".

"Crisis protection expenses" does not include defense costs.

- 4. "Crisis protection firm" means:

- a. Any firm shown in the attached policyholder notice; or
- b. Any firm which you have selected subject to our approval;

which is hired by you to perform "crisis protection services" in connection with a "crisis protection event".

- 5. "Crisis protection loss" means the following amounts incurred during a "crisis protection event":

- a. Reasonable and necessary fees and expenses incurred by a "crisis protection firm" in the performance of "crisis protection services" for the Named Insured solely arising from a covered "crisis protection event"; and
- b. Reasonable and necessary printing, advertising, mailing of materials, or travel by directors, officers, employees or agents of the Named Insured or a "crisis protection firm" incurred at the direction of a "crisis protection firm", solely arising from a covered "crisis protection event".

- 6. "Crisis protection services" means those services performed by a "crisis protection firm" in advising the Named Insured on minimizing potential harm to the Named Insured from a covered "crisis protection event" by maintaining and restoring public confidence in the Named Insured.

- 7. "Key Executive Leader" means the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, General Counsel or general partner (if the Named Insured is a partnership) of the Named Insured or sole proprietor (if the Named Insured is a sole proprietorship). A "key executive leader" also means any other person holding a title designated by you and approved by us.

D. CONDITIONS

Section VI. **CONDITIONS** of the Policy apply to the coverage provided by this Endorsement. However, the following conditions applicable to this endorsement supersede any similar conditions in the Policy to the contrary.

1. Insured's Duties In The Event Of A "Crisis Protection Event"

You must see to it that within twenty-four (24) hours of a "crisis protection event", which may result in "crisis protection expenses" or "crisis protection loss", that a "crisis protection firm" is notified by telephone and that we are notified as soon as reasonably practicable. To the extent possible, notice should include:

- a. How, when and where the "crisis protection event" took place;
- b. The names and addresses of any injured persons and witnesses; and
- c. The nature and location of any injury or damage arising out of the crisis protection event.

2. Other Crisis Assistance Insurance

If you have other insurance that provides coverage for "crisis protection expenses" and/or "crisis protection losses", then this insurance will be considered excess insurance over and above the amount payable by such other insurance.

All other policy terms and conditions remain unchanged.

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL LIABILITY EXCLUSION

The following exclusion is added to Section **IV - EXCLUSIONS**:

Any liability for, caused by, arising out of, or in connection with the rendering of or failure to render any professional service.

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

GAI 6135 (Ed. 06/97) XS

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTH MOVEMENT EXCLUSION

The following exclusion is added to Section **IV - EXCLUSIONS**:

Any liability directly or indirectly arising out of, caused by, resulting from, contributed to, or aggravated by subsidence, expanding, contracting, rising, settling, sinking, slipping, falling away, caving in, shifting, eroding, mudflow, tilting, heaving, cratering, doming, or any other movement of land, soil or earth, including but not limited to earthquake, landslide, mudslide, or mine subsidence, whether such movement of land, soil, or earth occurs alone, in combination with, before, after, or concurrently with any other cause, contributing condition, or aggravating factor, either manmade or natural.

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

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FINANCIAL INSTITUTIONS LIMITATION

The following exclusion is added to **SECTION IV**
- EXCLUSIONS:

Any liability

1. arising from "property damage" or other damage to, or loss or loss of use of or depreciation of, money, currency, coin, bullion, precious metals of all kinds and in whatsoever form and articles made therefrom, gems, precious and semi-precious stones, certificates of stocks, bonds, coupons and all other forms of securities, bills of lading, warehouse receipts, checks, drafts, money orders, stamps, insurance policies, fidelity bonds, surety bonds and all other negotiable and non-negotiable instruments or contracts representing money or other property, real or personal, or interests therein and all other documents, valuables and the like in which any "Insured" is interested or the custody of which any "Insured" has undertaken, either gratuitously or otherwise, whether legally liable or not;
 2.
 - a. assumed by any "Insured," or any employee or agent of any "Insured," under any binder or contract of insurance, reinsurance, suretyship annuity or endowment;
 - b. resulting from any actual or alleged error or omission in writing or failing to write any contract of insurance, reinsurance, suretyship, annuity or endowment;
 - c. for any loss or loss of use of or depreciation of or damage to cash or securities;
 3. arising out of or related to any actual or alleged act, error, omission, mistake or breach of duty, by or on behalf of any "Insured" in the performing or failure to perform banking or fiduciary services, or in giving financial, economic or investment advice, or out of the rendering of or failure to render any investment, advisory or management services;
 4. arising out of or related to any loss of, loss of use of or damage to any real or personal property held by or in the care, custody or control of any "Insured" as trustee, guardian, executor, administrator, custodian, escrow agent, fiduciary, or in any similar capacity, except to the extent that such insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy.
- This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL LIABILITY EXCLUSION

The following exclusion is added to Section **IV - EXCLUSIONS**:

Any liability for, caused by, arising out of, or in connection with the rendering of or failure to render any professional service.

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

GAI 6135 (Ed. 06/97) XS

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - LIABILITY ARISING OUT OF LEAD

The following exclusion is added to Section IV -
EXCLUSIONS:

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 from any source; or
2. any loss, cost, expense, liability or other type of obligation arising out of or 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.

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOREIGN LIABILITY EXCLUSION

The following exclusion is added to Section **IV - EXCLUSIONS**:

Any "bodily injury," "property damage," "personal injury," or "advertising injury" which occurs outside the United States of America, its territories and possessions, Puerto Rico, or Canada.

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

GAI 6345 (Ed. 06/97) XS

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DIRECTORS AND OFFICERS LIABILITY EXCLUSION

The following exclusion is added to Section **IV - EXCLUSIONS**:

Any liability arising out of or related in any way, either directly or indirectly, to any "wrongful act" of any director or officer of any "Insured" in the discharge or performance of any duties as such a director or officer.

As used in this endorsement, "wrongful act" means any actual or alleged error, misstatement, misleading statement, act, or omission, neglect, breach of duty by any director or officer in the discharge of any duty as a director or officer, or any matter claimed against such a director or officer by reason of such director's or officer's being a director or officer of any "Insured."

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

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA
EXCESS LIABILITY

The following exclusion is hereby added:

A. This insurance does not apply to:

Terrorism

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism."

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable and includes but is not limited to "bodily injury," "property damage," "personal and advertising injury," "loss," "injury" or "environmental damage" as may be defined in any applicable Coverage Part or "underlying insurance."
2. "**Certified act of terrorism**" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. the act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. the act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA
EXCESS LIABILITY

The following exclusion is hereby added:

A. This insurance does not apply to:

Terrorism Punitive Damages

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable and includes but is not limited to "bodily injury," "property damage," "personal and advertising injury," "loss," "injury" or "environmental damage" as may be defined in any applicable Coverage Part or "underlying insurance."
2. "**Certified act of terrorism**" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. the act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. the act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

Schedule*

Terrorism Premium (Certified Acts) \$

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

A. Disclosure Of Premium

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

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNDERLYING SUBLIMITS ENDORSEMENT

The following is added to **SECTION II - LIMITS OF INSURANCE:**

If any policy listed in the Schedule of Underlying Insurance affords coverage for any "claim," "suit," or "occurrence" subject to a sublimit that is less than the amount shown as the applicable limit of insurance for that policy in the Schedule of Underlying Insurance, then the "retained limit" will be calculated as if such sublimit equaled the full ap-

plicable limit of insurance shown for that policy in the Schedule of Underlying Insurance. The "retained limit" will not be reduced on account of any such sublimit.

We will have no duty to investigate any "claim," defend any "suit," pay any sum, or assume any obligation within the "retained limit," or to drop down and replace any part of the "retained limit," on account of any such sublimit.

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

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ORGANIC PATHOGENS

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

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

Organic Pathogens

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" 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."

The following definition is added to **SECTION V. 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.

All other terms and conditions of the Policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR RELATED DUST EXCLUSION

The following exclusion is added to **SECTION IV - EXCLUSIONS**:

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 "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 "silica" or dust that includes or contains "sili-

ca." 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 "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.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TECHNOLOGY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following exclusion is added to **SECTION IV - EXCLUSIONS**:

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. The insurance afforded by this policy does not apply to any "bodily injury," "property damage," or "personal injury" or "advertising injury" arising out of the insured's rendering of or failure to render any "professional service," including, but not limited to, any "professional service" in connection with any of the following activities or operations:
 - a. providing, installing, maintaining, or servicing any alarm monitoring system or 911 call center;
 - b. providing, designing, installing, maintaining or servicing "Internet" service or "Internet" access;
 - c. selling, licensing, franchising, designing, writing, or furnishing any computer software, including, but not limited to, electronic data processing programs and any designs, specifications, manuals, or instructions relating to such programs;
 - d. "electronic data" processing, computer consulting, or computer programming services, advice, or instruction;
 - e. evaluating, consulting, or advising with regard to telecommunications equipment or services;
 - f. evaluating, consulting, advising, inspecting, supervising, providing quality control, providing telephone network set-up, or providing central office cabling, on any project on which you serve as a telecommunications equipment or service provider;
 - g. providing telecommunications equipment or services;
 - h. "Internet" site design, construction, management, hosting, or consulting services; or
 - i. evaluating, consulting, or advising concerning "Internet" service or "Internet" access.

As used in this exclusion:

"Internet" means the international computer network of interoperable packet switched data networks, including, but not limited to, e-mail and the World Wide Web.

"Professional service" means any service that

- a. is performed in the course of the insured's business, whether or not for a fee;
- b. requires the application of specialized education, knowledge, labor, judgment, or skill;
- c. is predominantly mental or intellectual (as opposed to physical or manual) in nature.

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

SPECIMEN

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 UMBRELLA COVERAGE FORM

The following is added to **SECTION IV - EXCLUSIONS**:

Any liability for "Bodily injury", "property damage", "personal injury" or "advertising injury" 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 acts 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 act or omission.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR, BIOLOGICAL, OR CHEMICAL EXCLUSION

The following exclusion is added to **Section IV - EXCLUSIONS**:

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, or 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.

As used in this exclusion:

"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.

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-CUMULATION OF LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following is added to **Section II- LIMITS OF INSURANCE:**

Non-Cumulation of Limits - Bodily Injury and Property Damage Liability

If any "bodily injury" or "property damage" is covered, in whole or in part, under this policy and under any other policy issued to you by us or by any affiliated insurance company, either before or after this policy was issued, then:

1. The Each Occurrence Limit, and the applicable aggregate limit of insurance under this policy, shall be reduced by the amount of each payment of damages because of such "bodily injury" or "property damage" made under any other such policy; and
2. Regardless of the number of years this insurance remains in force, the number of policy periods, the number of premiums paid, or the number of policies issued, no Each Occurrence Limit nor any applicable aggregate limit of insurance cumulates from year to year, from policy to policy, or from policy period to policy period.

Any "bodily injury" or "property damage" that extends over or occurs during the period of more than one policy, in whole or in part, shall be deemed to have been caused by the same "occurrence".

Non-Cumulation of Limits - Personal Injury or Advertising Injury Liability

If any "personal injury" or "advertising injury" is covered, in whole or in part, under this policy and under any other policy issued to you by us or by any affiliated insurance company, either before or after this policy was issued, then:

1. The Each Occurrence Limit, and the applicable aggregate limit of insurance under this policy, shall be reduced by the amount of each payment of damages because of such "personal injury" or "advertising injury" made under any other such policy; and
2. Regardless of the number of years this insurance remains in force, the number of policy periods, the number of premiums paid, or the number of policies issued, no Each Occurrence Limit nor any applicable aggregate limit of insurance cumulates from year to year, from policy to policy, or from policy period to policy period.

Any "personal injury" or "advertising injury" that extends over or takes place during the period of more than one policy, in whole or in part, shall be deemed to have been caused by the earliest offense taking place in any of the policy periods.

This endorsement does not apply to any policy issued by us, or by any affiliated insurance company, to apply specifically as excess insurance over 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 AND
DATA-RELATED LIABILITY - WITH LIMITED
BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

Exclusion **J.** under Section **IV. EXCLUSIONS** is replaced by the following:

IV. Exclusions

This insurance does not apply to:

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

Damages arising out of:

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

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

However, unless Paragraph **1.** above applies, this exclusion does not apply to damages because of "bodily injury".

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

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 UMBRELLA COVERAGE FORM

- A. Section IV. EXCLUSIONS, AA. Following Form 1. Aircraft is deleted and the following exclusion is added to Section IV. EXCLUSIONS:**

Aircraft

Any liability for or arising out of the ownership, maintenance, operation, use, "loading or unloading" of any aircraft including "unmanned aircraft".

- B. The following is added to Section V. 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.

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ALL HAZARDS IN CONNECTION WITH DESIGNATED PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

SCHEDULE

Description And Location Of Premises:

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

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

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

1. the ownership, maintenance or use of the premises shown in the Schedule or any property located on these premises;
2. operations on those premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of those premises; or
3. goods or products manufactured at or distributed from those premises.

All other policy terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION – WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION AND A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

A. Section **IV. EXCLUSIONS**, Paragraph **S. Pollution** is replaced by the following:

Pollution

This insurance does not apply to:

- (1) Any "bodily injury," "property damage," "personal injury," "advertising injury," and any other 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, in whole or in part, to the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, presence of, or exposure to, any "pollutant," from any source, at any location, at any time. However, this exclusion does not apply to:
 - (a) "bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or
 - (b) "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:
 - (i) at any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or
 - (ii) at any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

For the purposes of this insurance, hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

- (2) "Pollution cost or expense".

All other policy terms and conditions remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE AND RELATED OPERATIONS - EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

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

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured may be held liable:

1. because of:
 - a. any obligation assumed by any insured; or
 - b. the failure to discharge, or the improper discharge of, any obligation or duty, contractual or otherwise;
with respect to any contract or treaty of insurance, reinsurance, suretyship, annuity, endowment or employee benefit plan, including applications, receipts or binders;
2. because of the membership in or contribution to or management or administration of any insurance plan, pool, association, insolvency or guarantee fund or any similar insurance fund, organization or association, whether voluntary or involuntary;
3. resulting from the rendering of or failure to render the following professional services:
 - a. advising, inspecting, reporting or making recommendations in the insured's capacity as an insurance company, consultant, broker, agent or representative thereof;
 - b. effecting insurance, reinsurance or suretyship coverages;
 - c. investigating, defending or settling any claim under any contract or treaty of insurance, self- insurance, reinsurance or suretyship;
 - d. auditing or maintaining accounts or records of others;
 - e. conducting an investment, loan or real estate department or operations;
 - f. acting in any capacity as a fiduciary or trustee for mutual funds, pension or welfare funds, annuities, endowments, employee benefit plans or other similar activities; or
 - g. performing any claim, investigative, adjustment, engineering, inspection, consulting, survey, audit, appraisal, actuarial or data processing service for a fee.

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" which caused the "bodily injury" or "property damage", or the offense which caused the "personal injury" or "advertising injury", involved that which is described in Paragraph **1., 2. or 3.**

All other policy terms and conditions remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REPOSSESSED AUTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

With respect to coverage provided for the ownership, maintenance or use of "autos", this Policy is modified as follows:

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

| |
|------------------------------------|
| Named Insured: |
| Endorsement Effective Date: |

SCHEDULE

| Each Occurrence Limit | \$ | Premium | \$ |
|--|-----------|----------------|-----------|
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | | | |

- A.** If an entry appears in the Schedule above, this endorsement provides only that amount of coverage stated in the Schedule's Each Occurrence Limit.
- B.** The following is added to Section **IV. EXCLUSIONS**:
- This insurance does not apply to any repossessed "auto" while used for business or personal purposes except while:
1. being repossessed by you;
 2. held by you for sale after repossession; or
 3. pending delivery after sale.
- C.** Section **V. DEFINITIONS**, Paragraph **J.10.** of the definition of "insured" does not include anyone from whom an "auto" has been repossessed.

All other policy terms and conditions remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission