

Quote Date: 06/24/2024

POLICY: 912BE10233

Applicant:	Triple C Inc.; Cathy Woolard	Quote Number:	QFF1420789
Mailing Address:	PO Box 638 Washington, NC 27889	Coverage Type:	Commercial Excess Liability
Proposed Policy Term:	07/02/2024 – 07/02/2025 at 12:01 A.M., Standard Time at the Mailing Address Shown Above	Company:	The Burlington Insurance Company - Non-Admitted

LIMITS OF LIABILITY

Limits of Liability:

Each Occurrence Limit:	\$5,000,000
Aggregate Limit:	\$5,000,000
Excess of:	Controlling Underlying Insurance

PREMIUMS, COMMISSION, PAYMENT, FEES AND TAXES

COMMERCIAL EXCESS LIABILITY PREMIUM:	\$8,750
TERRORISM RISK INSURANCE ACT PREMIUM¹:	\$500
OTHER CHARGES:	N/A
TOTAL POLICY PREMIUM :	\$9,250

¹Under the Terrorism Risk Insurance Program Reauthorization Act of 2015 (TRIA), the applicant or Insured has the right to purchase Terrorism coverage. The premium for TRIA is flat and fully earned. (Not subject to mid-term adjustment.)

Premium Payment: 100% Due Upon Receipt of Premium Accounting Statement

North Carolina Premium:	\$8,750.00
Fees:	\$350.00
Surplus Lines Tax:	\$463.75
Stamping Fee:	

Total: \$9,563,75

CONTROLLING UNDERLYING INSURANCE**COVERAGE: COMMERCIAL EXCESS LIABILITY**

Insurance Company:	Frankenmuth
Policy Number:	TBD
Policy Period:	Effective: 06/01/2024 Expiration: 06/01/2025
Each Occurrence Limit:	\$5,000,000
Aggregate Limit:	\$5,000,000

The insurance company with which this coverage has been placed is not licensed by the State of North Carolina and is not subject to its supervision. In the event of the insolvency of the insurance company, losses under this policy will not be paid by any State insurance guaranty or solvency fund.

Surplus Lines Licensee Name: AmWINS Access Ins Services, LLC

FORMS AND ENDORSEMENTS

BG-I-015 03 17	25% Minimum Earned Premium
CX 21 01 09 08	Nuclear Energy Liability Exclusion Endorsement
CX 21 12 04 13	Exclusion - Designated Ongoing Operations
CX 21 14 04 13	Exclusion - Exterior Insulation And Finish Systems
CX 21 17 04 13	Exclusion - Communicable Disease
CX 21 19 04 13	Exclusion - Employment-Related Practices
CX 21 20 04 13	Exclusion - Professional Services
IFG-FB-000a 11 20	Commercial Excess Liability Declarations
IFG-FX-0001 07 17	Commercial Excess Liability Coverage Form
IFG-FX-0012 07 17	Exclusion - Auto Liability
IFG-FX-0019 07 17	Exclusion - Employer's Liability
IFG-FX-0027 07 17	Exclusion - Aircraft Products And Grounding, Including Unmanned Aircraft Or Unmanned Aerial Vehicle
IFG-FX-0028 07 22	Excl-Damage To Property
IFG-FX-0036 11 21	Exclusion - Lead Bearing Substance
IFG-FX-0039 07 17	Exclusion - ERISA
IFG-FX-0044 07 17	Exclusion - Recall Of Products, Work or Impaired Property
IFG-FX-0049 07 17	Exclusion - Land Subsidence
IFG-FX-0052 07 17	Exclusion - Occupational Sickness Or Disease
IFG-FX-0063 07 17	Exclusion - Fungi or Bacteria
IFG-FX-0064 07 17	Exclusion - Punitive Damages
IFG-FX-0067 07 17	Exclusion - Intellectual Property
IFG-FX-0071 07 17	Exclusion - War
IFG-FX-0076 07 17	Exclusion - Aircraft Liability
IFG-FX-0077 07 17	Recording And Distribution Of Material Or Information In Violation Of Law Exclusion
IFG-FX-0078 11 21	Exclusion - Asbestos Or Asbestos-Related Dust
IFG-FX-0089 07 17	Exclusion - Professional Services - Contractors
IFG-FX-0099 07 17	Limitation - Independent Contractors/Subcontractors
IFG-FX-0101 07 17	Exclusion - Your Prior Product Or Your Prior Work Completed With Continuous Or Progressive Injury Or Damage
IFG-FX-0103 05 16	Amendment of Premium Conditions
IFG-FX-0140 07 17	Exclusion - Breach Of Contract
IFG-FX-0159 07 17	Exclusion - Contaminated Drywall

IFG-FX-0161 11 22	Exclusion - Designated Operations Covered By A Consolidated (Wrap-Up) Insurance Program
IFG-FX-0163 04 15	Exclusion - Cross Suits - Named Insured Versus Named Insured
IFG-FX-0169 07 17	Total Pollution Exclusion
IFG-FX-0184 12 23	Exclusion - Residential Construction Or Residential Contracting Activities
IFG-FX-0188 11 21	Exclusion - Silica Or Silica-Related Dust
IFG-FX-0192 07 17	Designated State(s) - Exclusion - Residential Construction Or Residential Contracting Activities - Arizona, California, Colorado, Nevada, New York, Oregon, And Washington
IFG-FX-0221 03 22	Anti-Stacking Of Limits
IFG-FX-0225 03 21	NY-Excl -- Any Constr or Contr
IFG-FX-0231 01 21	Auto - Excl. of Terrorism
IFG-FX-0250 11 21	Exclusion – Perfluorinated Alkylated Substances (PFAS)
IFG-FX-0261 04 23	Exclusion - Construction Management Errors and Omissions
IFG-I-0002 08 21	Policy Cover Page
IFG-I-0150 03 03	Listing of Forms and Endorsements
IFG-I-0402 04 19	Service of Suit Amendment
IFG-I-1004 11 21	Exclusion - Cyber Incident

CONDITIONS

1. This quote supersedes any previous quote for the Applicant.
2. This quote expires thirty (30) days from the quote date or the inception date of coverage, whichever is sooner.
3. Endorsement numbers listed in this quote are subject to change prior to policy issuance.
4. This quote may differ from the terms and conditions requested in the submission.
5. We reserve the right to modify terms and conditions in the event we receive information that conflicts with the submission or there is a material change in the risk subsequent to the quote date.
6. All underlying carriers must have an A.M. Best rating of A- VII or higher, unless agreed to in writing prior to binding coverage.
7. Request to bind coverage must be in writing along with written confirmation of intent to purchase or decline TRIA Coverage. You must include an executed copy of Form C electing or rejecting TRIA coverage.
8. If coverage is bound, a copy of the Controlling Underlying General Liability policy, or Controlling lead Umbrella/Excess policy (if in an excess position), will be required within sixty (60) days of the effective date unless the controlling underlying policy is written by one of the IFG Companies' four insurance companies (The Burlington Insurance Company; First Financial Insurance Company; Guilford Insurance Company or Alamance Insurance Company). If this policy applies to Automobile Liability, Employers' Liability or any other ancillary coverages, a copy of the declarations page will be required within sixty (60) days of the effective date. Upon our receipt and review of such policy(ies), we reserve the right to make changes to our policy terms and conditions.
9. All surplus lines taxes, fees and filings (if applicable) are the responsibility of the Producer (Broker or Agent).

SUBJECTIVITIES

Due by: Prior to Policy Bind

Receipt of the completed Acord Application, completed, signed and dated by the insured Prior to Policy Bind.

Receipt of the completed TRIA selection/rejection form signed and dated by the insured, Form C 12 20 (completed/signed to reflect insureds decision to elect or reject terrorism coverage)

Receipt of completed Surplus Lines information form.

Due by: Prior to Policy Issuance

Completed and signed supplemental applications.

5 years General Liability loss runs currently valued within the last 3 months.

Copy of contract in the insured's favor evidencing: (a.) hold harmless language with indemnification wording; (b.) additional insured status; (c.) limits requirements.

NOTES

SPECIAL DISCLOSURE ON TERRORISM TO APPLICANT

Under the Terrorism Risk Insurance Act, as amended (TRIA), the applicant has the right to purchase Terrorism coverage. Additional premium would be 5 % of the premium shown on Page 1 or \$500, whichever is greater. The premium for Terrorism is flat, fully earned.

Per Terrorism Risk Insurance Act, as amended (TRIA), the United States Government generally reimburses a share of losses caused by certified acts of terrorism.

THIS IS TO ADVISE THE APPLICANT THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Broker must have original on file and forward a copy to us for our file a properly executed Form C – “Policyholder Disclosure Notice of Terrorism Insurance Coverage” upon binding coverage.

Transmittal Disclaimer

This fax or email message is strictly confidential and is intended solely for the person or organization to which it is addressed. It may contain privileged and confidential information and, if you are not the intended recipient, you must not copy or distribute it or take action in reliance on it. If you have received this message in error, please notify the sender as soon as possible.

Revised 11/01/2020

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE – FORM C

Applicant:	Triple C Inc.; Cathy Woolard	Quote Number:	QFF1420789
Mailing Address:	PO Box 638 Washington NC 27889	Coverage Type:	Commercial Excess Liability
Proposed Policy Term:	06/24/2024 – 06/01/2025 at 12:01 A.M., Standard Time at the	Company:	The Burlington Insurance Company Non-Admitted

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: the term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population or the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Property: Terrorism coverage cannot be rejected under Standard Fire Policy statutes in AZ, CA, CT*, GA*, HI*, IL*, IA*, MA*, ME, MO, NJ*, NY*, NC*, OR, RI*, VA*, WA*, WV*, WI (*Not applicable to Inland Marine). If your policy provides commercial property insurance in these standard fire policy states, the premium we charge for property insurance includes the premium for the statutorily required terrorism coverage. Additional charges will be applicable for perils not statutorily required if you elect to purchase this terrorism coverage option (see amount below).

See page two for premiums and Acceptance or Rejection

Acceptance or Rejection of Terrorism Coverage (check all applicable boxes):

You may accept or reject this offer of coverage. If you choose to accept this coverage, the premium for this coverage is payable according to the terms of policy. You may reject this offer by completing and signing this statement and returning it to us. If you send us a signed rejection of coverage, your policy will exclude coverage for certified terrorism losses.

The premium(s) shown below are subject to change. Refer to the binder or policy for final premium(s).

The premium for Terrorism Insurance Coverage will be:	Liability/Liquor Liability	N/A
The premium for Terrorism Insurance Coverage will be:	Excess Liability/Umbrella	\$500
The premium for Terrorism Insurance Coverage will be:	Property	N/A
The premium for Terrorism Insurance Coverage will be:	Inland Marine	N/A

-
- I hereby **elect** to purchase Terrorism Insurance Coverage for Liability/Liquor Liability
 - I hereby **elect** to purchase Terrorism Insurance Coverage for Excess Liability/Umbrella
 - I hereby **elect** to purchase Terrorism Insurance Coverage for Property
 - I hereby **elect** to purchase Terrorism Insurance Coverage for Inland Marine

-
- Except as indicated by any elections above, I hereby **decline** to purchase Terrorism Insurance Coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature

Date

Print Name

RETURN THIS COMPLETED FORM TO YOUR INSURANCE AGENT

SURPLUS LINES INFORMATION REQUIRED FOR POLICY ISSUANCE

Insured Name:	Triple C Inc.; Cathy Woolard
Policy Number:	
Effective Date of the Policy:	06-24-2024
Broker:	AmWins Access Insurance Services, LLC
Surplus Lines Tax to be paid in (State): (Required for all States)	_____
Individual Surplus Lines Broker License Number: (Required for all States) <u>Broker:</u> If MT , you are required to insert this broker license number in the Surplus Lines notice at the bottom of the Common Declarations before delivering the policy to the insured.	_____ This license number must be the broker who will be reporting the premium to the state. This is required for policy issuance.
Surplus Lines Broker Full Name: (Required for ID Only) <u>Broker:</u> ID requires that you insert this name in the Surplus Lines notice at the bottom of the Common Declarations before delivering the policy to the insured.	_____
Entity Surplus Lines Broker License Number: (Required for all states except FL, GA, ID, IL, IA, KS, ME, MN, MO, MS, RI, SC, SD, TN, VT, WI, WV)	_____
If NJ, provide NJ Surplus Lines Transaction Number:	_____
If SC, provide Policy Fee (if any) for this policy:	_____

PLEASE RETURN THIS INFORMATION TO YOUR UNDERWRITER.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

25% MINIMUM EARNED PREMIUM

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
GARAGE COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

If the first Named Insured or anyone with his, her, its or their power of attorney cancels this policy, then the minimum earned premium shall be 25% of the annual premium or \$100.00, whichever is greater.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(BROAD FORM)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

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

2. Exclusions

NUCLEAR ENERGY LIABILITY

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

(1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

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

(1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

(3) The "injury or damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (3) applies only to property damage to such "nuclear facility" and any property thereat.

c. As used in this endorsement:

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

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

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

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

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

"Nuclear facility" means:

(a) Any "nuclear reactor";

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

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

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

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

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

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

Specimen

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

<p>Description Of Designated Ongoing Operation(s): Any and all work and/or operations in the state of NY and WV</p>
<p>Specified Location (If Applicable):</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverages:**

2. Exclusions

Insurance provided under this Coverage Part does not apply to "injury or damage" arising out of the ongoing operations described in the Schedule of this endorsement, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

Unless a "location" is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific "location" is designated in the Schedule of this endorsement, this exclusion applies only to the described ongoing operations conducted at that "location".

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EXTERIOR INSULATION AND FINISH SYSTEMS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2.
Exclusions of Section I – Coverages:

2. Exclusions

Insurance provided under this Coverage Part does not apply to "injury or damage" arising out of, caused by, or attributable to, whether in whole or in part, the following:

- a.** The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
- b.** Your product or your work with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system", or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.

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

"Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:

- 1.** A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
- 2.** The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
- 3.** A reinforced or unreinforced base coat;
- 4.** A finish coat providing surface texture to which color may be added; and
- 5.** Any flashing, caulking or sealant used with the system for any purpose.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COMMUNICABLE DISEASE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2.
Exclusions of Section I – Coverages:

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Communicable Disease

"Injury or damage" arising out of the actual or alleged transmission of a communicable disease.

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

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;

- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

Specimen

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EMPLOYMENT-RELATED PRACTICES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2.
Exclusions of Section I – Coverages:

2. Exclusions

Insurance provided under this Coverage Part does not apply to "injury or damage" to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of "injury or damage" to that person at whom any of the employment-related practices described in Paragraph (1), (2) or (3) above is directed.

This exclusion applies whether the injury-causing event described in Paragraph (1), (2) or (3) above occurs before employment, during employment or after employment of that person.

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

Specimen

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2.

Exclusions of Section I – Coverages:

2. Exclusions

Insurance provided under this Coverage Part does not apply to "injury or damage" due to the rendering of or failure to render any professional service. This includes but is not limited to:

- a. Legal, accounting or advertising services;
- b. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- c. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- d. Engineering services, including related supervisory or inspection services;
- e. Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- f. Any health or therapeutic service treatment, advice or instruction;
- g. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- h. Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
- i. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- j. Body piercing services;
- k. Services in the practice of pharmacy;
- l. Law enforcement or firefighting services; and
- m. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "event" which caused the "injury or damage" involved the rendering of or failure to render any professional service.

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

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

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

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

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

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

SECTION I – COVERAGES

1. Insuring Agreement

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

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

must be made in satisfaction of judgment or settlements under the "controlling underlying insurance" in the full amount of the "controlling underlying insurance".

When we have no duty to defend, we may exercise the right to defend at our own expense, or to participate in the defense of, the insured at the expense of the "controlling underlying insurer" against any suit seeking damages for "injury or damage".

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply or when the "retained limit" of the "controlling underlying insurance" has not been exhausted by actual payment of the full amount of the "retained limit" by either the insured or the "controlling underlying insurer(s)".

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

- (1) The amount we will pay for "ultimate net loss" is limited as described in Section **II** – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part. However, if the policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.

- b. This insurance applies to "injury or damage" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "controlling underlying insurance", this insurance does not apply to "injury or damage" arising out of that exposure unless that specific sublimit is specified in the Declarations under the Schedule of "controlling underlying insurance".

- c. If the "controlling underlying insurance" requires, for a particular claim, that the "injury or damage" occur during its policy period in order for that coverage to apply, then this insurance will only apply to that "injury or damage" if it occurs during the policy period of this Coverage Part. If the "controlling underlying insurance" requires that the "event" causing the particular "injury or damage" takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place during the policy period of this Coverage Part.
- d. Any additional insured under any policy of "controlling underlying insurance" will automatically be an additional insured under this insurance. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "controlling underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "controlling underlying insurance" and will be subject to the Other Insurance condition of this Coverage Part.

2. Exclusions

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

Insurance provided under this Coverage Part does not apply to:

a. Medical Payments

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

b. Auto

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

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

c. Pollution

- (1) "Injury or damage" caused by or arising, directly or indirectly, in whole or in part, out of the actual, alleged or threatened discharge, dispersal, disposal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense caused by or arising, directly or indirectly, in whole or in part out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

This exclusion applies whether or not such "pollutants" have any function in your business, operations, premises, site or location or constitutes your product or is a component of your product or products you use.

This exclusion does not apply to the extent that valid "controlling underlying insurance" for the "pollution" liability risks described above exists or would have existed but for the exhaustion of underlying limits for "injury or damage" covered under this Coverage Part.

d. Workers' Compensation And Similar Laws

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

SECTION II – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or suits brought, or number of vehicles involved;
 - c. Persons or organizations making claims or bringing suits; or
 - d. Limits available under any "controlling underlying insurance".
- 2. The Limits of Insurance of this Coverage Part will apply as follows:

- a. This insurance only applies in excess of the "retained limit".
 - b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part.
However, this Aggregate Limit only applies to "injury or damage":
 - (1) that is subject to an aggregate limit of insurance under the "controlling underlying insurance"; and
 - (2) to which insurance provided under this Coverage Part applies.
 - c. Subject to Paragraph 2.b. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event" and to which insurance provided under this Coverage Part applies.
 - d. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.
3. If any "controlling underlying insurance" has a policy period that is different from the policy period of this Coverage Part then, for the purposes of this insurance, the "retained limit" will only be reduced or exhausted by payments made for "injury or damage" covered under this insurance.

The Aggregate Limit of this Coverage Part applies separately to each consecutive annual period of this Coverage Part and to any remaining period of this Coverage Part of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION III – CONDITIONS

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

1. Appeals

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

2. Bankruptcy

a. Bankruptcy Of Insured

Bankruptcy, insolvency, rehabilitation or liquidation of, or financial inability to pay by the insured or the insured's estate will not relieve us of our obligations under this Coverage Part provided the "retained limit" has been exhausted solely by the actual payment of the full amount of the "retained limit" by the "controlling underlying insurer(s)", the insured, or the insured's estate. Our obligation under this Coverage Part will only apply to the "ultimate net loss" in excess of the "retained limit".

b. Bankruptcy Of Controlling Underlying Insurer

Bankruptcy, insolvency, rehabilitation or liquidation of, or inability or refusal to pay by the "controlling underlying insurer" will not relieve us of our obligations under this Coverage Part provided the "retained limit" is exhausted as set forth in paragraph 2.c. below.

c. No Drop Down/No Gap-Filling

Insurance provided under this Coverage Part will not drop down or replace any "controlling underlying insurance":

- (1) in the event of bankruptcy, insolvency, rehabilitation or liquidation of, or inability or refusal to pay the "retained limit" by the "controlling underlying insurer(s)", the insured or the insured's estate; or
- (2) if the "controlling underlying insurance" is exhausted by payment of losses not covered by insurance provided under this Coverage Part.

In the event of the bankruptcy, insolvency, rehabilitation or liquidation of, or inability or refusal of the "controlling underlying insurer(s)" to pay the "retained limit" or defense costs if outside the limit of liability of the "controlling underlying insurance", the insured will be obligated to pay that amount of the "retained limit" or defense costs not actually paid by the "controlling underlying insurer(s)".

In no event will our obligations under this Coverage Part be expanded by the loss of or partial payment of the "retained limit" by the "controlling underlying insurer" or its successor or assigns or any state guarantee fund or liquidation bureau.

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

- a.** You must see to it that we are notified as soon as practicable of an "event", regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:
 - (1) How, when and where the "event" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any "injury or damage" arising out of the "event".
- b.** If a claim is made or suit is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or suit and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or suit as soon as practicable.
- c.** You and any other insured involved must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury or damage" to which this insurance may also apply.
- d.** No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. First Named Insured Duties

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

At our request, the first Named Insured must furnish us, within 60 days, with a complete copy of any "controlling underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Part.

5. Cancellation

- a.** The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b.** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c.** We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d.** Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e.** If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f.** If notice is mailed, proof of mailing will be sufficient proof of notice.

6. Changes

This Coverage Part contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Part with our consent. If we exercise our right to request a complete copy of any "controlling underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Part, we reserve the right to make changes to the terms of this Coverage Part. This Coverage Part's terms can be amended or waived only by endorsement.

7. Maintenance Of/Changes To Controlling Underlying Insurance

Any "controlling underlying insurance", including any renewals or replacements, must be maintained in full effect without reduction of coverage or "retained limits" except for the reduction of aggregate limits in accordance with the provisions of such "controlling underlying insurance" that results from "injury or damage" to which this insurance under this Coverage Part applies.

Such exhaustion or reduction is not a failure to maintain "controlling underlying insurance". Failure to maintain "controlling underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect at the time the "event" took place and is subsequently exhausted solely by the payment of the "retained limit". Such "retained limit" will be equal to the full amount of "controlling underlying insurance" and such payment has been made to the claimant(s) or plaintiff(s).

The first Named Insured must notify us in writing, as soon as practicable, if any "controlling underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "controlling underlying insurance" is changed. These changes will not apply to our policy unless we agree to them in writing.

8. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent, or issued to an additional insured, or on any other basis. If the insured is named as or qualifies as an additional insured on any other policy, whether primary or excess, such other insurance is primary to this insurance and may not be applied to reduce or exhaust the "retained limit". The "retained limit" may be reduced or exhausted only by actual payment of the "retained limit" by the "controlling underlying insurer," the insured or the insured's estate.

This condition will not apply to insurance specifically written as excess over this Coverage Part.

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

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

- (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

9. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. If this policy is auditable, the premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premium is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

10. Loss Payable

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

- a. The insured or the "controlling underlying insurer" has become obligated to pay and has actually paid the full amount of the "retained limit";
- b. All applicable other insurance has been exhausted; and
- c. The obligation of the insured to pay "ultimate net loss" in excess of the "retained limit" has been determined by a final judgment or settlement by the insured with the written consent of us, such consent not to be unreasonably withheld.

11. Legal Action Against Us

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

- a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

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

12. Transfer Of Defense

a. Defense Transferred To Us

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

b. Defense Transferred By Us

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

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

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

13. When We Do Not Renew

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

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

SECTION IV – DEFINITIONS

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

1. "Controlling underlying insurance" means any policy of insurance or self-insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
2. "Controlling underlying insurer" means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
3. "Event" means an occurrence, offense, accident, act, or other event, to which the applicable "controlling underlying insurance" applies.
4. "Injury or damage" means any injury or damage, covered in the applicable "controlling underlying insurance" arising from an "event".
5. "Pollutants" mean any solid, liquid, gaseous, bacterial, fungal, or thermal substance or material, that is harmful, toxic or hazardous to persons, plants, animals, wildlife or other living organisms or can cause contamination to property, air, land or water, which includes but is not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals, mineral spirits, solvents, insecticides, pesticides, fungicides, motor fuels, gasoline, diesel fuel, motor oil or any other petroleum based product, brake fluid, transmission fluid, antifreeze, lead paint, or other lead containing substances, carbon monoxide fumes or other exhaust gases, welding fumes, paint fumes, adhesive or glue fumes, asbestos, silica, human or animal sewage and waste.

Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed. A pollutant also includes any substance or material listed, identified or described in any municipal, state or federal environmental statute or regulation that applies to the production, shipping, handling, storage, use, processing, recycling or disposal of such substance or material.

6. "Retained limit" means the available limits of "controlling underlying insurance" applicable to the claim, excluding any deductible paid or self-insured retention under the "controlling underlying insurance" which must be satisfied in accordance with the provisions of that policy before any obligation to pay an "ultimate net loss". The "retained limit" does not include:
 - a. any losses excluded by this Coverage Part; or
 - b. any defense expenses unless the "controlling underlying insurance" specifies that limits are reduced by defense expenses.
7. "Ultimate net loss" means the total sum, of damages covered under this Coverage Part, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:
 - a. Settlements, judgments, binding arbitration; or
 - b. Other binding alternate dispute resolution proceeding entered into with our consent.

"Ultimate net loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2.
Exclusions of Section I – Coverages:

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Auto Liability

Any "injury or damage" caused by or arising out of the ownership, maintenance, use, or entrustment to others of any auto. Use includes operation and loading or unloading.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.

All other terms and conditions of this Policy remain unchanged.

Specimen

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EMPLOYER'S LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverages:**

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Employer's Liability

Any "injury or damage" to:

- a. An "employee", "leased worker", "temporary worker", "volunteer worker", statutory "employee", casual worker, or seasonal worker of any insured, or a person hired to do work for or on behalf of any insured or tenant of any insured, arising out of and in the course of:
 - (1) Employment by any insured; or
 - (2) Directly or indirectly performing duties related to the conduct of any insured's business; or
- b. The spouse, child, parent, brother or sister of that "employee", "leased worker", "temporary worker", "volunteer worker", statutory "employee", casual worker, or seasonal worker as a consequence of Paragraph a. above.

This exclusion applies:

- a. Regardless of where the:
 1. Services are performed; or
 2. Bodily injury occurs;
- b. Whether any insured may be liable as an employer or in any other capacity; and
- c. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following are added to the **Definitions** Section:

"Employee" means a person working for salary or wages, or any substitute for salary or wages, as compensation in any manner by any insured, under any contract of hire, express or implied, oral or written, where the insured, as employer, has the power or right to control and direct the employee. "Employee" includes a person hired by the hour, day or any other irregular or intermittent period. "Employee" includes a "leased worker" or "temporary worker".

"Leased worker" means a person leased to any insured by a labor leasing firm under an agreement between any insured and the labor leasing firm, to perform duties related to the conduct of any insured's business. "Leased worker" does not include a "temporary worker".

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

"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.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - AIRCRAFT PRODUCTS AND GROUNDING, INCLUDING UNMANNED AIRCRAFT OR UNMANNED AERIAL VEHICLE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2.
Exclusions of Section I – Coverages:

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Aircraft Products and Grounding, Including Unmanned Aircraft Or Unmanned Aerial Vehicle

Any "injury or damage" included within the products-completed operations hazard and caused by or arising out of any "aircraft product" or the "grounding" of any "manned aircraft or manned aerial vehicle" or any "unmanned aircraft or unmanned aerial vehicle".

- B.** The following are added to the **Definitions** Section:

1. "Aircraft Product" means:

- a.** Aircraft including "manned aircraft or manned aerial vehicle", "unmanned aircraft or unmanned aerial vehicle", and any ground support or control equipment used therewith; and
- b.** Any article furnished by the insured and installed in an aircraft (including "manned aircraft or manned aerial vehicle", or "unmanned aircraft or unmanned aerial vehicle"); or used in connection with an aircraft (including "manned aircraft or manned aerial vehicle", or "unmanned aircraft or unmanned aerial vehicle"); or for spare parts for an aircraft (including "manned aircraft or manned aerial vehicle", or "unmanned aircraft or unmanned aerial vehicle"), including ground handling tools and equipment; and

- c.** Any of "your products" used at an airport for the purpose of guidance, navigation or direction of aircraft (including "manned aircraft or manned aerial vehicle", or "unmanned aircraft or unmanned aerial vehicle"); and

- d.** Training aids, manuals, blueprints, engineering or other data or advice, and services and labor relating to such aircraft (including "manned aircraft or manned aerial vehicle", or "unmanned aircraft or unmanned aerial vehicle"), articles or products.

- 2.** "Grounding" means the withdrawal of one or more aircraft (including "manned aircraft or manned aerial vehicle", or "unmanned aircraft or unmanned aerial vehicle"), from flight operations or the imposition of speed, passenger or load restrictions on such aircraft, by reason of the existence of or alleged or suspected existence of any defect, fault or condition in such aircraft or any part thereof sold, handled or distributed by the insured or manufactured, assembled or processed by any other person or organization according to specifications, plans, suggestions, orders, or drawings of the insured or with tools, machinery or other equipment furnished to such persons or organizations by the insured, whether such aircraft so withdrawn are owned or operated by the same or different persons, organizations or corporations.

- 3.** "Manned aircraft or manned aerial vehicle" is an aircraft, including any missile or spacecraft whose flight is or can be controlled directly with a human operator on board the aircraft.

4. "Unmanned aircraft or unmanned aerial vehicle" is an aircraft, including any missile or spacecraft without a human operator on board, whose flight can be controlled remotely or autonomously.

All other terms and conditions of this Policy remain unchanged.

Specimen

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DAMAGE TO PROPERTY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following is added to Paragraph 2. **Exclusions** of **Section I – Coverages**:

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

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 or leased to any insured;

- (4) Personal property in the care, custody, or control of any insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are 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.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – LEAD BEARING SUBSTANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following is added to Paragraph 2. **Exclusions** of **Section I – Coverages**:

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Lead Bearing Substance

a. Any "injury or damage" caused by or arising, directly or indirectly, in whole or in part out of:

(1) The actual, alleged, threatened, or suspected inhalation, ingestion, absorption, consumption, existence, application, presence or use of, contact with, or exposure to lead in any form; or

(2) Any disease or ailment caused by plumbism (lead poisoning).

b. 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, neutralize, dispose of, or in any way respond to, or assess the effects of lead; or

(2) Claim or suit brought by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, disposing of, or in any way responding to, or assessing the effects of lead.

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

a. The providing of instructions, warnings, or labeling;

b. The supervision, hiring, employment, training, or monitoring of others by that insured; or

c. The rendering of or failure to render aid, medical or otherwise, to any person.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ERISA

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2.
Exclusions of Section I – Coverages:

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

ERISA

- a. Any obligation of the insured under the Employers' Retirement Income Security Act of 1974 and any amendments thereto, and any similar state or local laws; or

- b. Any "injury or damage" arising out of the Employers' Retirement Income Security Act of 1974 and any amendments thereto, and any similar state or local laws.

All other terms and conditions of this Policy remain unchanged.

Specimen

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – RECALL OF PRODUCTS, WORK OR IMPAIRED PROPERTY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2.
Exclusions of Section I – Coverages:

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Recall Of Products, Work Or Impaired Property

Any "injury or damage" claimed for 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, including your product manufactured, sold, assembled, handled, distributed, or disposed of by:
 - (a)** Any insured or by others on behalf of any insured;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired;
- (2)** Your work by:
 - (a)** Any insured or by others on behalf of any insured;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business assets you have acquired; or
- (3)** Impaired property by:
 - (a)** Any insured or by others on behalf of any insured;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired 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.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – LAND SUBSIDENCE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2.

Exclusions of Section I – Coverages:

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Land Subsidence

Any "injury or damage" caused by or arising out of the subsidence of land as a result of earthquake, landslide, mudflow, earth sinking, earth rising, or earth shifting.

All other terms and conditions of this Policy remain unchanged.

Specimen

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – OCCUPATIONAL SICKNESS OR DISEASE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2.
Exclusions of Section I Coverages:

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Occupational Sickness Or Disease

Any "injury or damage" to:

- a.** An "employee" or "volunteer worker" of any insured caused by or arising out of occupational sickness or disease contracted in the course of:

- (1)** Employment by any insured; or
- (2)** Performing duties related to the conduct of the insured's business; or

- b.** The spouse, child, parent, brother or sister of that "employee" or "volunteer worker" as a consequence of Paragraph **a.** above.

This exclusion applies:

- (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 or damage".

This exclusion applies whether or not liability for Paragraphs **a.** and **b.** above is assumed by any insured under any contract or agreement.

- B.** The following are added to the **Definitions** Section:

"Employee" as used herein means a person working for salary or wages, or any substitute for salary or wages, as compensation in any manner by any insured, under any contract of hire, express or implied, oral or written, where the insured has the power or right to control and direct the "employee". "Employee" includes a person hired by the hour, day or any other irregular or intermittent period. "Employee" includes a "leased worker" or "temporary worker".

"Leased worker" as used herein means a person leased to any insured by a labor leasing firm under an agreement between any insured and the labor leasing firm, to perform duties related to the conduct of any insured's business. "Leased worker" does not include a "temporary worker".

"Temporary worker" as used herein means a person who is furnished to any insured to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

"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.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FUNGI OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverages:

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Fungi or Bacteria

Any "injury or damage":

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

This exclusion does not apply to:

- (i) Any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption; or
- (ii) The extent that valid "controlling underlying insurance" for the fungi or bacteria risks described above exists or would have existed but for the exhaustion of underlying limits for "injury or damage".

B. The following is added to the Definitions Section:

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

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PUNITIVE DAMAGES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2.

Exclusions of Section I – Coverages:

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Punitive Damages

Any claim of or indemnification for punitive or exemplary damages. If a suit seeking both compensatory and punitive or exemplary damages has been brought against you for a claim covered by this policy, we will provide defense for such action. We will not have any obligation to pay for any fees, including but not limited to attorney fees, costs, interest or damages attributable to punitive or exemplary damages.

All other terms and conditions on this Policy remain unchanged.

Specimen

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – INTELLECTUAL PROPERTY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2.

Exclusions of Section I – Coverages:

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Intellectual Property

Any "injury or damage" caused by or arising out of the actual or alleged infringement or violation of any intellectual property rights or laws, including but not limited to:

- a. Copyright;
- b. Patent;
- c. Trade dress;
- d. Trade name;
- e. Trade secret; or
- f. Trademark.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - WAR

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2.

Exclusions of Section I – Coverages:

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

War

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

- a. War, including undeclared or civil war;
- b. Warlike action by a 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
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – AIRCRAFT LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverages:**

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Aircraft Liability

Any "injury or damage" caused by or arising out of any "manned aircraft or manned aerial vehicle", or "unmanned aircraft or unmanned aerial vehicle", including loading or unloading.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.

B. The following is added to the **Definitions** Section:

"Manned aircraft or manned aerial vehicle" is an aircraft, including any missile or spacecraft whose flight is or can be controlled directly with a human operator on board the aircraft.

"Unmanned aircraft or unmanned aerial vehicle" is an aircraft, including any missile or spacecraft without a human operator on board, whose flight can be controlled remotely or autonomously.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverages:**

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Recording And Distribution Of Material Or Information In Violation Of Law

Any "injury or damage" caused by or 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 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.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ASBESTOS OR ASBESTOS-RELATED DUST

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following is added to Paragraph 2. Exclusions of Section I – Coverages:

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Asbestos Or Asbestos-Related Dust

a. Any "injury or damage" caused by or arising, directly or indirectly, in whole or in part out of:

- (1) The actual, alleged, threatened, or suspected inhalation, ingestion, absorption, consumption, existence, application, presence or use of, contact with, or exposure to asbestos or asbestos-related dust in any form;
- (2) The handling, distribution, sale, processing, repackaging, testing, analyzing, marketing, production, manufacturing, storage, delivery, transport, warehousing, use, disposal, or removal of asbestos or asbestos-related dust, whether or not it is incorporated into your product or your work;
- (3) Any vapor, gas, dust, fumes, or any substance in any form produced by or arising out of any process or procedure involving asbestos or asbestos-related dust; or
- (4) Any goods, products, or materials to which asbestos or asbestos-related dust has been applied or incorporated into by any party, including, but not limited to, any manufacturer, processor, or distributor of such goods, products, or materials.

b. Any loss, cost, or expense arising out of any:

- (1) Request, demand, order, or statutory or regulatory requirement that any insured or others abate, test for, monitor, clean up, remove, remediate, contain, treat, detoxify, neutralize, dispose of, or in any way respond to, or assess the existence or effects of asbestos or asbestos-related dust, by any insured or by any other person or entity.
- (2) Claim or suit brought by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, disposing of, or in any way responding to or assessing the effects of asbestos or asbestos-related dust.

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

- a. The providing of instructions, warnings, or labeling;
- b. The supervision, hiring, employment, training, or monitoring of others by that insured; or
- c. The rendering of or failure to render aid, medical or otherwise, to any person.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PROFESSIONAL SERVICES - CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverages:**

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Professional Services - Contractors

Any "injury or damage" caused by or arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:

- a.** Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
- b.** Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.

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 any insured, if the "event" which caused the "injury or damage" involved the rendering of or failure to render any professional services by you or on your behalf with respect to the operations described above.

B. Subject to Paragraph **C.** below, professional services include:

- 1.** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- 2.** Supervisory or inspection activities performed as part of any related architectural or engineering activities.

C. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION - INDEPENDENT CONTRACTORS/SUBCONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverages:**

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Independent Contractors/Subcontractors

Any "injury or damage" or "ultimate net loss" for any loss, cost or expense caused by, arising out of or resulting from, in whole or in part by the act(s) of any "independent contractors/subcontractors" unless all of the conditions in paragraph **B.** of this endorsement are met.

B. The following condition is added to **Section III – Conditions:**

Independent Contractors/Subcontractors Special Conditions

a. You will obtain a written agreement from all "independent contractors/subcontractors":

- (1)** Holding you harmless to the fullest extent of the law from all theories of liability (direct or vicarious) asserted against any insured, including but not limited to all theories of negligence, gross negligence, recklessness or intentional tort, alleged or actual, caused by or arising out of any wrongdoing related to the work or operations performed by the "independent contractors/subcontractors" on your behalf; and
- (2)** That states you are named as an additional insured for ongoing operations and products-completed operations hazard on their Commercial General Liability insurance policy.

b. Commercial General Liability coverage is purchased and maintained by the "independent contractors/subcontractors":

(1) That is equal to or broader than the coverage(s) provided by the Commercial General Liability policy listed in the Schedule Of "Controlling Underlying Insurance"; and

(2) That includes coverage stating that you are named as an additional insured for ongoing operations and products-completed operations hazard.

c. You will obtain certificates of insurance from all "independent contractors/subcontractors" providing evidence of valid and enforceable Commercial General Liability insurance coverage that includes but is not limited to:

- (1)** Products-completed operations hazard; and
- (2)** Contractual liability on an occurrence basis with limits of at least \$1,000,000 per occurrence limit.

C. The following is added to the **Definitions** Section: "Independent contractors/subcontractors" as used herein means a person or entity that agrees (orally or in writing) to provide all or some portion of the work or service which you have agreed to perform, regardless of who exercises control over the means or methods used in doing the work or performing the service.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – YOUR PRIOR PRODUCT OR YOUR PRIOR WORK COMPLETED WITH CONTINUOUS OR PROGRESSIVE INJURY OR DAMAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2.
Exclusions of Section I – Coverages:

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Your Prior Product Or Your Prior Work Completed With Continuous Or Progressive Injury Or Damage

Any "injury or damage" of a continuous, progressive, cumulative, changing or evolving nature included within the products-completed operations hazard and caused by or arising out of, directly or indirectly, in whole or in part, by:

- a. Your work completed by any insured or by others on behalf of any insured; or
- b. Your product, including your product manufactured, sold, assembled, handled, distributed, or disposed of by:
 - (1) Any insured or by others on behalf of any insured;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired

prior to the effective date of this policy.

However, if this is a renewal policy with continuation of coverage with us with no lapse in coverage, the effective date for the application of this exclusion will be the effective date of the applicable original new business policy issued by us to you.

This exclusion also applies to any insured, and any alleged liability arising out of an insured contract.

We shall have no duty to defend or indemnify any insured for any loss, claim, suit or other proceeding alleging damages arising out of or related to "injury or damage" to which this endorsement applies.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF PREMIUM CONDITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

Paragraph **9. Premium Audit** of **Section III – Conditions** is replaced by the following:

9. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. If this policy is auditable, the premium shown in this Coverage Part as Total Policy Premium Or Deposit premium is a minimum and deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the total earned premium for the policy period is less than the Total Policy Premium Or Deposit Premium, the Total Policy Premium Or Deposit Premium is the minimum premium and is not subject to further adjustment.

- c. The first Named Insured must keep records of the information we need for premium computation and permit us to audit these records or, at our option, send us copies at such times as we may request.
- d. Should you not cooperate with the terms of this condition, including failure to return any questionnaires or self-audit worksheets applying to this or a prior policy term, we may, at our discretion, nonrenew the policy due to our inability to establish a proper premium.

We reserve the right to accept coverage based upon the policy advance, or minimum and deposit premium, and we are not obligated to perform an audit.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – BREACH OF CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2.
Exclusions of Section I – Coverages:

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Breach Of Contract

Any "injury or damage", cost or expense caused by or arising out of, resulting from, or contributed to in any way by, any breach of contract, including breach of an implied in law or implied in fact contract, whether express or oral.

All other terms and conditions of this Policy remain unchanged.

Specimen

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONTAMINATED DRYWALL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverages:

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Contaminated Drywall

- a.** Any "injury or damage" arising out of:
 - (1)** The distribution, installation, sale, inspection, testing, repair, replacement, removal, disposal or use of "contaminated drywall";
 - (2)** The planning or drawing of plans for the use of "contaminated drywall"; or
 - (3)** The providing of advice with regard to "contaminated drywall";
by you or on your behalf.
- b.** 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, or in any way respond to, or assess the effects of, "contaminated drywall"; 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, or in any way responding to, or assessing the effects of, "contaminated drywall".

B. For the purposes of this endorsement, the following is added to the Definitions Section:

"Contaminated drywall" means drywall, gypsum board, wallboard, greenboard, blueboard, cement board, plasterboard or similar building materials which contain a substance that emits a fume, odor, pollutant, corrosive or has a corrosive effect.

All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

Description And Location(s) Of Operation(s):	Any operations that you perform or have performed at any location that is insured, was insured, or will be insured under a Controlled (wrap up) Insurance Program.
---	--

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverages:**

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Designated Operations Covered By A Controlled (Wrap-Up) Insurance Program

Any "injury or damage" arising out of your ongoing operations or operations included within the products-completed operations hazard at the location described in the Schedule of this endorsement, but only if you are enrolled in a "controlled (wrap-up) insurance program" with respect to the "injury or damage" described in this paragraph at such location(s). This exclusion applies whether or not the controlled (wrap-up) insurance program:

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

For the purposes of this endorsement, the following is added to the **Definitions** section:

"Controlled (wrap-up) insurance program" means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CROSS SUITS – NAMED INSURED VERSUS NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. The following exclusion is added to **2. Exclusions** of **Section I – Coverages**:

2. Exclusions

Insurance provided under this Coverage part does not apply to:

Cross Suits – Named Insured Versus Named Insured

Any claim for damages by any "Named Insured" against another "Named Insured" because of "injury or damage".

B. For the purposes of this endorsement, the following is added to the **Definitions** Section:

"Named Insured" means any party listed as a Named Insured on the Common Declaration Page of the policy and any party qualifying as an insured under **Section II – Who Is An Insured**, but excluding any party qualifying as such under any Additional Insured endorsement.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

Exclusion **c.** under Paragraph **2. Exclusions** of **Section I – Coverages** is replaced by the following:

Insurance provided under this Coverage Part does not apply to:

2. Exclusions

c. Pollution

- (1) "Injury or damage" caused by or arising, directly or indirectly, in whole or part out of the actual, alleged or threatened discharge, dispersal, disposal, seepage, migration, release or escape of "pollutants" at any time; or
- (2) Any loss, cost or expense caused by or arising, directly or indirectly, in whole or in part out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

This exclusion applies whether or not such "pollutants" have any function in your business, operations, premises, site or location or constitutes your product or is a component of your product or products you use.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – RESIDENTIAL CONSTRUCTION OR RESIDENTIAL CONTRACTING ACTIVITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. The following is added to Paragraph **2. Exclusions** of **Section I – Coverages**:

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Residential Construction Or Residential Contracting Activities

Any "injury or damage" caused by or arising, directly or indirectly, in whole or in part out of any "residential" construction or "residential" contracting activities of any kind:

- (1)** That are performed by you or on your behalf; and
- (2)** Whether the operations are performed for any insured or for any other person or entity.

This exclusion applies:

- (1)** To any work performed as part of or in connection with such construction or contracting activities;
- (2)** Regardless of whether the described operations are ongoing, completed, or in any other stage when the loss occurs; and
- (3)** Even if the claims against any insured allege negligence or other wrongdoing in:
 - (a)** The providing of instructions, warning, or labeling;
 - (b)** The supervision, hiring, employment, training, or monitoring of others by that insured; or
 - (c)** The rendering of or failure to render aid, medical or otherwise, to any person.

However, this exclusion does not apply to:

Property to which title is not transferred to individually owned living areas such as apartment buildings; assisted living facilities; nursing homes, hospitals, clinics, and sanitariums; hotels and motels; dormitories, military housing, or barracks; jails and prisons; which are not, were not, or will not be used, occupied, listed, or marketed to be sold as a residential premises.

B. For the purpose of this endorsement, the following is added to the **Definitions** section:

"Residential" means:

Single or multiple family homes, condominiums, cooperatives, townhomes, row houses, and properties which have a mix of residential and commercial or residential and industrial uses including appurtenant structures, facilities, garages, common areas and fixtures; and properties which have been or will be converted for use, occupancy, listing, or marketing for sale as individually titled or owned units, homes, or structures.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – SILICA OR OTHER SIMILAR FIBROUS OR MINERAL SUBSTANCES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. The following is added to Paragraph 2. **Exclusions** of **Section I – Coverages**:

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Silica Or Other Similar Fibrous Or Mineral Substances

a. Any "injury or damage" caused by or arising, directly or indirectly, in whole or in part out of:

(1) The actual, alleged, threatened, or suspected inhalation, ingestion, absorption, consumption, existence, application, presence or use of, contact with, or exposure to "silica", or any other similar fibrous or mineral substance in any form;

(2) The handling, distribution, sale, processing, repackaging, testing, analyzing, marketing, production, manufacturing, storage, delivery, transport, warehousing, use, or disposal of "silica", or any other similar fibrous or mineral substance in any form whether or not it is incorporated into your product or your work;

(3) Any vapor, gas, dust, fumes, or any substance in any form produced by or arising out of any process or procedure involving "silica", or any other similar fibrous or mineral substance in any form; or

(4) Any goods, products, or materials to which "silica", or any other similar fibrous or mineral substance in any form has been applied or incorporated into by any party, including, but not limited to, any manufacturer, processor, or distributor of such goods, products, or materials.

b. Any loss, cost, or expense arising out of any:

(1) Request, demand, order, or statutory or regulatory requirement that any insured or others abate, test for, monitor, clean up, remove, remediate, contain, treat, detoxify, neutralize, dispose of, or in any way respond to or assess the existence or effects of "silica", or any other similar fibrous or mineral substance in any form by any insured or by any other person or entity.

(2) Claim or suit brought by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, disposing of, or in any way responding to, or assessing the effects of "silica", or any other similar fibrous or mineral substance in any form.

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

a. The providing of instructions, warnings, or labeling;

b. The supervision, hiring, employment, training, or monitoring of others by that insured; or

c. The rendering of or failure to render aid, medical or otherwise, to any person.

B. For the purposes of this endorsement, the following is added to the **Definitions** section:

"Silica" (CAS No. 7631-86-9) means a chemical compound of silicon and oxygen, also known as Silicon Dioxide, Quartz and Cristobalite in dust or any other form, including any chemical compound, derivative, or by-product thereof.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED STATE(S) – EXCLUSION – RESIDENTIAL CONSTRUCTION OR RESIDENTIAL CONTRACTING ACTIVITIES – ARIZONA, CALIFORNIA, COLORADO, NEVADA, NEW YORK, OREGON, AND WASHINGTON

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

Designated State(s): Arizona, California, Colorado, Nevada, New York, Oregon, and Washington

- A. The following exclusion is added to Paragraph 2.
Exclusions of Section I – Coverages:

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Residential Construction Or Residential Contracting Activities

Any "injury or damage" caused by or arising out of any "residential" construction or "residential" contracting activities of any kind:

- a. That are performed by you or on your behalf;
- b. Whether the operations are performed for any insured or for any other person or entity; and
- c. Performed or located in the designated state(s) shown in the schedule above.

This exclusion applies:

- a. To any work performed as part of or in connection with such construction or contracting activities;
- b. Regardless of whether the described operations are ongoing, completed or in any other stage when the "event" occurs; and
- c. 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.

However, this exclusion does not apply to:

Property to which title is not transferred to individually owned living areas such as apartment buildings; assisted living facilities; nursing homes, hospitals, clinics and sanitariums; hotels and motels; dormitories, military housing or barracks; jails and prisons; which are not, were not or will not be used, occupied, listed or marketed to be sold as a residential premises.

- B. For the purpose of this endorsement, the following definition is added to the **Definitions** section:

"Residential" includes:

Single or multiple family homes, condominiums, cooperatives, townhomes, row houses, and properties which have a mix of residential and commercial or residential and industrial uses. It also includes appurtenant structures, facilities, garages, common areas and fixtures. Residential includes properties which have been converted for use, occupancy, listing or marketing for sale as individually titled or owned units, homes or structures.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ANTI-STACKING OF LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

- A.** The following is added to **Section III – Conditions** of the Commercial Excess Liability Coverage Form:

Anti-Stacking Of Limits

If any "event" covered under this policy is also covered under any other Excess policy issued to you by us, or by any insurance company that has common ownership with us, then only the policy with the highest available limit of insurance will apply regardless of whether any "injury or damage":

1. Extends over more than one policy period; or
2. Is caused by or arises out of:
 - a. Substantially the same or related general harmful conditions or substances; or
 - b. Continuous or repeated exposure to substantially the same or related general harmful conditions, substances, or a series of wrongful acts.

If the policies described in Paragraph **A.** have more than one applicable limit of insurance, then only the policy with the highest available limit of insurance shall apply.

If more than one policy has the same limit of insurance, such policies will respond on an equal share basis.

If you, or any other insured covered under this policy, is included as an insured under more than one Excess policy issued by us, or any other insurance company that has common ownership with us covering the same "event", coverage provided to you by us will be limited to only the policy with the highest available Limit of Insurance. However, this condition does not apply if the insurance is specifically written to be excess of this policy.

- B.** For the purposes of this endorsement "event" in the **Definitions** section is deleted and replaced with the following:

"Event" means any occurrence, offense, accident, act, or other event which takes place in its entirety at a specific time and place or is related, in whole or in part, or traceable to the same or related single act, error, or omission, or series of acts, errors, or omissions.

This endorsement applies regardless of any other terms and conditions in this or any other Excess policy, including, but not limited to, the Conditions - Other Insurance section.

This endorsement does not apply to:

Any liability insurance policies issued to you by us, or by any insurance company that has common ownership with us, for which this policy is intended to be excess; or

Other Excess liability insurance policies issued to you by us, or by any other insurance company that has common ownership with us, as excess insurance to this policy.

In no event shall this endorsement be construed to increase the limits of insurance shown on this policy.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK – EXCLUSION – ANY CONSTRUCTION OR CONTRACTING ACTIVITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following is added to **2. Exclusions of Section I – Coverages** under the Commercial Excess Liability Coverage Form.

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Any Construction Or Contracting Activities

Any "injury or damage" caused by or arising, directly or indirectly, in whole or in part out of any construction or contracting activities that are performed or located in the state of New York.

This exclusion applies:

- a.** To any work performed by, or on behalf of, any insured as part of or in connection with such construction or contracting activities, including, but not limited to, the erection, demolition, repairing, altering, painting, cleaning, or pointing of a building or structure;
- b.** Regardless of whether the described operations are:
 - (1)** Ongoing, completed, or in any other stage when the loss occurs; or
 - (2)** Performed for any insured or for any other person or entity; and
- c.** 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.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE – EXCLUSION OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

Any endorsement addressing acts of terrorism (however defined) in any "controlling underlying insurance" does not apply to this excess insurance.

A. The provisions of this endorsement:

1. Apply only to any "injury or damage" caused by or arising, directly or indirectly, in whole or in part out of the ownership, maintenance, or use of any auto that is a covered auto under this Coverage Part; and
2. Supersede the provisions of any other endorsement addressing terrorism attached to this Coverage Part but only with respect to any "injury or damage" caused by or arising, directly or indirectly, in whole or in part out of the ownership, maintenance, or use of any auto that is a covered auto.

B. The following exclusion is added to Paragraph 2.
Exclusions of Section I – Coverages:

2. Exclusions

TERRORISM

We will not pay for any "injury or damage" caused by or arising, directly or indirectly, in whole or in part out of an act of "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Any "injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. However, this exclusion applies only when one or more of the following are attributed to an act of "terrorism":

1. The "terrorism" involves the actual, alleged, threatened, or attempted use, release, escape, dispersal or application of nuclear materials or directly, or indirectly results in nuclear reaction, or radiation or radioactive contamination; or
2. Nuclear or radioactive materials are released and it is reasonably believed by us that one purpose of the "terrorism" was to release such materials; or

3. The "terrorism" is carried out by means of the actual, alleged, threatened, or attempted use, release, escape, dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. Pathogenic or poisonous biological or chemical materials are released and it is reasonably believed by us that one purpose of the "terrorism" was to release such materials; or

5. The total of insured damage to all types of property exceeds \$25,000,000 (valued in US dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

- a. Physical injury that involves a substantial risk of death; or
- b. Protracted and obvious physical disfigurement; or
- c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and it is reasonably believed by us to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraph **B.5.** or **B.6.** are exceeded.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the providing or failure to provide warnings, protection, or safeguards against such acts.

With respect to this exclusion, Paragraphs **B.5.** and **B.6.** describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part.

In the event of any incident of "terrorism" that is not subject to this exclusion, coverage does not apply to any "injury or damage" that is otherwise excluded under this Coverage Part.

C. For the purposes of this endorsement, the following is added to the **Definitions** section:

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

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

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

b. When one or both of the following applies:

- (1)** The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2)** It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONSTRUCTION MANAGEMENT ERRORS AND OMISSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. The following is added to Paragraph **2. Exclusions** of **Section I – Coverages**:

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Construction Management Errors and Omissions

Any "injury or damage" caused by or arising, directly or indirectly, in whole or in part out of:

- a.** The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings, and specifications by any architect, engineer, or surveyor performing services on a project on which you serve as construction manager; or
- b.** Inspection, supervision, quality control, or architectural or engineering activities done by or for you on a project on which you serve as construction manager.

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 and advertising injury", involved that which is described in Paragraph **a.** or **b.**

This exclusion does not apply to "injury or damage" due to construction or demolition work done by you, your "employees" or your subcontractors.

All other terms and conditions of this Policy remain unchanged.

POLICY NUMBER: QFF1420789

POLICY PERIOD: 06/24/2024
Effective Date

06/01/2025
Expiration Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LISTING OF FORMS AND ENDORSEMENTS

This listing forms a part of the following:

Commercial Excess Liability Policy

NUMBER

TITLE

Specimen

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT AMENDMENT

Pursuant to any statute of any state, territory or district of the United States which makes provision therefor, we hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the Statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, "suit" or proceeding instituted by or on behalf of the insured or any beneficiary hereunder rising out of this contract of insurance, and hereby designate the above named person as the person to whom the said officer is authorized to mail process or a true copy thereof.

It is further agreed that service of process in such "suit" may be made upon the President, or their nominee at:

The Burlington Insurance Company
City Place II
185 Asylum Street, 7th Floor,
Hartford, Connecticut 06103

and that in any "suit" instituted against any of them upon this policy, we will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

It is agreed that in any state requiring a standard form of policy, insurance hereunder on values or properties in such state shall attach and cover in accordance with the terms and conditions of such standard form.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER INCIDENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS-COMPLETED OPERATIONS COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE PART
AUTO DEALERS COVERAGE FORM
GARAGE COVERAGE FORM

- A.** The following exclusion is added to the **Exclusions** section of all coverages under all forms and endorsements that comprise this Coverage Part, Coverage Form, endorsement, or Policy and supersedes any contradictory exclusion in the Coverage Part, Coverage Form, endorsement, or Policy to which this coverage applies. This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the "injury or damage".

Exclusion – Cyber Incident:

We will not pay for any "injury or damage" because of, caused by, arising or resulting, directly or indirectly, in whole or in part from a "cyber incident".

1. As used in this exclusion "cyber incident" means:

- (a) Unauthorized access to, acquisition, processing, storage, use, dissemination, publication, disclosure, or diversion of; or
- (b) Exceeding authorized use, misuse, alteration, misappropriation, theft, loss, loss of use, corruption or impairment of, damage to, inability to access, failure to provide access to, failure to remove or rectify, failure to destroy, failure to protect or secure (including, but not limited to, failure to encrypt), or inability to manipulate;

any person's or organization's confidential information or personal information including, but not limited to, patents, trade secrets, processing methods, customer or customer related information (including, but not limited to, customer lists), business plans or records, financial information, personally identifiable information, payment card information (including, but not limited to, credit, debit, or stored value cards), medical or health information, or any other type or combination of types of personal data or nonpublic information, whether such data or information is "electronic data" or in any other form or media, or any "computer system"; or

- 2. Malicious code, virus, or any other harmful or unauthorized code that is directed at, enacted upon, or introduced into any "computer system" and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use, prevent or restrict access to, or the use of "electronic data" or any part of any "computer system", or otherwise disrupt its normal functioning, use, or operation; or
- 3. Denial of service attack, denial of access to, denial or interruption of service, degradation, loss, loss of use, misappropriation, transmission, unauthorized use or access, misuse, delay, alteration, diversion, failure, destruction, corruption or impairment of, damage to, or inability to access, operate, host, use, manage, control or interface with, any "computer system", including any insured's, other person's, or organization's "computer system"; or

4. Collection, sale, dissemination, publication, or disclosure of any person's or organization's confidential information, personal information, or personal data, including, but not limited to, patents, trade secrets, processing methods, customer or customer related information (including, but not limited to, customer lists), business plans or records, financial information, personally identifiable information, payment card information (including, but not limited to, credit, debit, or stored value cards), medical or health information, or any other type or combination of types of personal data or nonpublic information, whether such data or information is "electronic data" or in any other form or media, or any "computer system"; or
 5. Loss, loss of use, corruption, or disruption of, damage to, or inability to access or alter "electronic data" or a "computer system"; or
 6. Transfer, payment, or delivery of money or any form of currency, including virtual currency, in response to a fraudulent instruction or demand; or
 7. Demand for ransom payments or other extortion made in connection with the actual or threatened perpetration of any of the events described in **A.1. – 6.**
- B.** This exclusion applies even if "injury or damage" is claimed for any remediation measures (including, but not limited to, notification costs or credit monitoring), payment card replacement costs, business interruption, investigation, mitigation or restoration expenses, fines or penalties, public relations expenses, or any other damage, injury, cost, or expense because of, caused by, arising or resulting from, directly or indirectly, in whole or in part from a "cyber incident".
- C.** This exclusion applies to any liability or "injury or damage" because of, caused by, arising or resulting directly or indirectly, in whole or in part any failure (including, but not limited to, failure to timely or properly act) to notify of, disclose, prepare for, respond to, protect against, remediate, mitigate, or comply with any statutory, regulatory, contractual, common law, or other legal obligation relating to a "cyber incident".
- D.** This exclusion applies regardless of the cause or source of any "injury or damage" or the legal theory asserted, including, but not limited to, occurrences or offenses reported, claims made, or "suits" brought against any insured alleging breach of contract, misrepresentation, unfair or deceptive trade practices, defamation, violation of a person's right to privacy, violation of an intellectual property right (including, but not limited to, copyright, trademark or patent infringement), negligence, failure to comply with a legal obligation, or any other wrongdoing, including, but not limited to, the investigation, supervision, hiring, employment, training, or monitoring of others or the investigation, supervision, monitoring, or intervention with respect to "electronic data", "computer systems" or premises, by any insured or by any other person or organization acting for or on behalf of any insured.
- E.** We will have no duty to investigate or defend any claim or "suit" that alleges, or is because of, caused by, arises or results, directly or indirectly, in whole or in part from a "cyber incident" as defined in Paragraph **A.1. – 7.** of this endorsement.
- F.** For the purposes of this exclusion, the following are added to the **Definitions** section and supersede any contradictory definitions in the Coverage Part, Coverage Form, endorsement, or Policy:
- "Electronic data" means:
Information, facts, files, or computer programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other repositories of computer software, including, but not limited to, those which are used with electronically controlled equipment or any other "computer systems".
- "Computer systems" means:
- (a) Computer software, firmware, hardware and associated input and output devices (including wireless, mobile, peripheral or component devices), data storage and data processing devices, networking equipment, and backup facilities, including cloud computing devices and facilities; and
 - (b) Any computer network, network interface, or network of devices or hardware, including, but not limited to, communication networks or devices, computer-controlled devices, operating and control systems; websites or domains; intranets, extranets, the internet or any other internal or external networks (including, but not limited to, cloud computing).

"Injury or damage" means any injury, damages, loss, cost, or expense, including, but not limited to, "bodily injury", "property damage", "personal or advertising injury", "covered pollution cost or expenses", "damages", "injury", "loss", or "ultimate net loss" as defined or referenced in the Coverage Part, Coverage Form, endorsement, or Policy to which this exclusion applies.

All other terms and conditions of the Policy remain unchanged.

Specimen