

# Spinnaker Insurance Company

PO Box 240

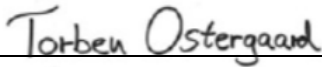
Portsmouth, NH 03802

888-221-7742

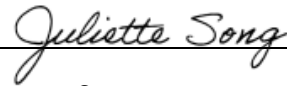
## INSURANCE POLICY

Coverage afforded by this policy is provided by the company (insurer) and named in the Declarations.

IN WITNESS WHEREOF, the company has caused this policy to be executed and attested, but this policy shall not be valid unless signed by a duly authorized representative of the company.



\_\_\_\_\_  
President



\_\_\_\_\_  
Secretary

# NOTICE TO POLICYHOLDERS

---

## U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

No coverage is provided by this Policyholder Notice, nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations Page for complete information on the coverages provided.

This Policyholder Notice provides information concerning possible impact on your insurance coverage due to directives issued by the **Office of Foreign Assets Control (OFAC)** of the U.S. Department of the Treasury.

OFAC administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries, regimes, terrorists, international narcotics traffickers, and others engaged in activities related to the proliferation of weapons of mass destruction.

In accordance with OFAC regulations, if it is determined that:

- "You" or any other "insured",
- Or any person or entity claiming benefits of this insurance,

is identified as a "Specially Designated National" (SDN) or "Blocked Person", or has violated U.S. sanctions law, then this insurance will be considered a blocked or frozen contract and all coverage, payments, and benefits will be suspended until authorization is obtained from OFAC.

For more information regarding OFAC regulations, please refer to the U.S. Department of the Treasury website: [www.treas.gov/ofac](http://www.treas.gov/ofac).

## NOTICE TO POLICYHOLDERS

### FRAUD NOTICE

|                             |   |
|-----------------------------|---|
| <b>Alabama</b>              | Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.   |
| <b>Arkansas</b>             | Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.  |
| <b>California</b>           | For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.  |
| <b>Colorado</b>             | <b>It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.</b>  |
| <b>District of Columbia</b> | <b>WARNING:</b> It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.  |
| <b>Florida</b>              | Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.   |
| <b>Kansas</b>               | A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance that such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto. |
| <b>Kentucky</b>             | Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.   |
| <b>Louisiana</b>            | Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.  |
| <b>Maine</b>                | It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.   |
| <b>Maryland</b>             | Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.  |
| <b>New Jersey</b>           | Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.   |

## NOTICE TO POLICYHOLDERS

|                     |   |
|---------------------|---|
| <b>New Mexico</b>   | ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.   |
| <b>New York</b>     | <p><b>General: All applications for commercial insurance, other than automobile insurance:</b> Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.</p> <p><b>All applications for automobile insurance and all claim forms:</b> Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.</p> <p>The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.</p> |
| <b>Ohio</b>         | Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.   |
| <b>Oklahoma</b>     | <b>WARNING:</b> Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.  |
| <b>Pennsylvania</b> | <p>Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.</p> <p><b>Automobile Insurance:</b> Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.</p>   |
| <b>Puerto Rico</b>  | <b>Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.</b>  |
| <b>Rhode Island</b> | Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.  |

## NOTICE TO POLICYHOLDERS

---

|                         |  |
|-------------------------|--|
| <b>Tennessee</b>        | It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.  |
| <b>Virginia</b>         | It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.  |
| <b>Washington</b>       | It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.  |
| <b>West Virginia</b>    | Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.   |
| <b>All Other States</b> | Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties). |

## Spinnaker Privacy Policy

**Last Updated: August 2024**

This privacy policy applies to Spinnaker Insurance Company and its wholly-owned subsidiaries (collectively, “**Spinnaker**,” “**we**,” “**our**” and “**us**”). This privacy policy applies to information collected offline and information obtained from third parties (collectively “**Services**”).

This privacy policy describes the information we collect about you, how we use this information and the choices you have regarding such use, and other important information regarding our privacy practices. If you have any questions or comments about this privacy policy or the ways in which Spinnaker uses the information we collect about you, please contact us using the information provided in the contact section below.

Please note the Spinnaker Consumer Privacy Notice applies to information that we collect about individuals who seek, apply for, or obtain our insurance products or services for personal, family or household purposes, whether that information comes through our Services or any other means. The information contained in this privacy policy is not intended to amend, replace, contradict, change, or otherwise affect the policies outlined in the Spinnaker Consumer Privacy Notice. Please read the Spinnaker Consumer Privacy Notice for information about your rights with respect to the information collected in connection with seeking, applying for, or obtaining insurance products or services from us. If you are a California consumer, you may find the California Financial Information Privacy Act Notice after our Consumer Privacy Notice.

Before engaging with us, submitting information to us, or buying or using our Services, please review this privacy policy carefully.

You may print or download a pdf version of this privacy policy.

### Table of Contents

1. We may collect your information when you use our Services, when you apply for products, or from third parties.
2. We may collect information you provide us when you use our Services.
3. We may collect your information when you apply for or use our Services.
4. We may collect your personal information from third parties.
5. We may use your information to provide you with our Services.
6. We may retain your information for our business purposes.
7. We may share your information to provide you with our Services.
8. You can manage your browser cookies.
9. We do not respond to Do Not Track signals.
10. We may provide links to other companies.
11. We may record calls to our call centers and in-house agents.
12. We encourage caution in posting information publicly.
13. We take measures to protect your personal information.
14. Our Services are not intended for minors.
15. We provide you with additional disclosures relating to various state privacy laws.
16. You may have additional rights under various state privacy laws.
17. Victims of domestic violence may have confidentiality rights.
18. We are based in the United States.
19. We may change this privacy policy.
20. Spinnaker provides you with a Consumer Privacy Notice.
21. Spinnaker provides you with a California Financial Information Privacy Act Notice.
22. You may contact us.

### **1. We may collect your information when you use our Services, when you apply for products, or from third parties.**

We may collect information from you in various ways, including the following:

- We collect information you provide us when you use our Services;
- We collect information when you apply for or use our Services; and
- We collect information from third parties, such as our service providers, data providers, or partners.

### **2. We may collect information you provide us when you use our Services.**

When you use our Services, we may collect the information you provide us, for example, when you:

- Ask a question;
- Email us or modify your account;
- Conduct transactions;
- Apply for Services;
- Begin or complete a form;
- Modify your coverage;
- Inquire about the status of a claim;
- Contact customer support; and
- Provide feedback or a complaint.

### **3. We may collect your information when you apply for or use our Services.**

We may collect information when you apply for or use our Services, including:

- Name, email address, postal address, or residential property address;
- Driver's license number;
- Date of birth;
- Your signature, phone number, and family member information;
- Payment card information, financial account information, or insurance policy information;
- Age, gender, marital status, and veteran or military status;
- Payment history, claims history, property information and records;
- Records of Services requested or purchased;
- Lender information, and information necessary to determine discount qualification and eligibility; and
- Other information you provide to us.

Some forms on our Services may require that you provide certain information to submit the form. You may choose not to provide information in those cases, but this may prevent you from being able to use certain features of our Services.

### **4. We may collect your personal information from third parties.**

We may collect personal information about you from third parties. In some instances, we may combine the personal information we collect about you from third parties with personal information we collect from you. We also may obtain personal information about you from consumer reporting agencies or insurance support organizations as well as from commercially available sources such as data aggregators and public databases. Depending on your relationship with us, this personal information we collect from third parties may include:

- Name, email address, postal address, or residential property address;
- Information about your property, including its condition; or
- Demographic information.

Additionally, if you purchase insurance through an insurance agent or agency, we may receive personal information from the agent or agency about you, including information listed in Section 3. We may also receive information about you from public databases or third parties from whom we have obtained data, among other sources. We may combine this information with other information we have about you.

### **5. We may use your information to provide you with our Services.**

We may use your information in a variety of ways, including to:

- Complete an application on your behalf;
- Communicate insurance information to a lender or mortgagor designated by you;
- Service your policy;
- Intake and process claims;
- Respond to your requests, questions, or comments;
- Send billing notices to you and your lender, mortgagor, or lender service company;
- Communicate with you and others;
- Develop new Services;
- Improve our existing Services;
- Address problems and review the usage and operations of our Services or business;
- Improve our Services, content, products, and offerings;
- Protect the security and integrity of our Services and our business, including to detect fraud or illegal activities;
- Enforce our terms of use and other applicable policies;
- Conduct actuarial or research studies;

- Protect and defend our rights and property or the rights of third parties; and
- As otherwise described to you at the point of collection.

**6. We may retain your information for our business purposes.**

We may retain and use your information in accordance with our records retention schedule, as required or permitted by law, to comply with our legal obligations, to resolve disputes, and to enforce our agreements. We also retain your information as needed to provide Services to you and while you maintain an account with us.

**7. We may share your information to provide you with our Services.**

In addition to sharing your information as described at time of collection, we may share your information with the following persons or entities or in the following circumstances, among others:

- When we have your consent or at your direction;
- To perform or provide the Services you requested;
- With a parent, subsidiary, or affiliate entity within the Spinnaker corporate family, as permitted by law;
- With third parties that play a role in an insurance or other transaction such as insurance companies, payment vendors, inspection companies, loss control companies, claims adjusters and other claims-related companies, contractors, investigators, attorneys and other third parties who provide services relating to your claim or a service that we offer;
- With participating insurance support organizations (information obtained from a report prepared by an insurance-support organization may be retained by the insurance-support organization and disclosed to other persons), reinsurance companies, and regulators;
- With our authorized agents and brokers who sell or facilitate the sale of our Services;
- With our vendors, as needed to perform their functions for us;
- With third parties to provide you with a product or service, as permitted by law;
- With legal entities, if required by law, or a regulatory authority or at the request of governmental, law enforcement, or regulatory authorities;
- When we believe such sharing is necessary, such as to protect the rights, property, life, security, or safety of Spinnaker or others; and
- In the case of a corporate transaction, such as a merger, acquisition, or divestiture.

**8. You can manage your browser cookies.**

Most internet browsers allow you to block, manage, or delete cookies or local storage through the privacy features of your browser. Please refer to the help section of your browser or mobile device for additional information. Your browser may also offer add-ons, plugins, or extensions to manage local storage objects, scripts, or similar technologies mentioned in our privacy policy. Please note that if you block cookies or similar technologies, you may not be able to use the full functionality of our Services. For further information about cookies and similar technologies, including how to manage and delete cookies on your device, you can visit [All About Cookies](#).

**9. We do not respond to Do Not Track signals.**

Our Services do not currently respond to Do Not Track signals. To learn more about Do Not Track signals, you may visit [the Future of Privacy Forum's website](#) for additional information.

**10. We may provide links to other companies.**

Our Services, other materials, and products may contain references or links to third-party websites and services, including references and links to third parties that accept and process your payments to us. We are not responsible for any third party's data collection or privacy practices, and we have no control over what information third parties track or collect. Any access to and use of such linked websites is not governed by this privacy policy but instead is governed by the privacy policies of those third-party websites. We encourage you to review the privacy policies posted on those third-party websites for further information.

**11. We may record calls to our call centers and in-house agents.**

We may record or monitor our conversations with you if you call our customer service centers or if our customer service centers or agents call you. We may use these recordings for business records, training, quality assurance, fraud prevention, and other business purposes. We may use your voiceprint for verification or anti-fraud purposes when you call our call centers or in-house agents.

**12. We encourage caution in posting information publicly.**

Our Services may permit you to post or submit content publicly. If you choose to submit content containing personal information to any public area of our Services, your content will be accessible by anyone, including us. We encourage you to exercise caution when making decisions about what you disclose publicly.

**13. We take measures to protect your personal information.**

We may take reasonable measures designed to secure your personal information. However, we cannot guarantee that your

personal information will not be lost, accessed without authorization, disclosed, altered, or destroyed. Any information you provide to us is at your own risk.

**14. Our Services are not intended for minors.**

Our Services are not intended for children under the age of 13. We do not knowingly collect any personal information from anyone under the age of 13. You must be 18 years of age or older to submit any information to us.

**15. We provide you with additional disclosures relating to various state privacy laws.**

You may have additional privacy rights that we describe in further detail below.

Various state comprehensive privacy laws give individuals the right to know what personal information is collected about them, including whether it is being sold or disclosed to third parties. These state privacy laws also grant these individuals certain rights and prevent companies from retaliating against consumers for exercising those rights. This notice applies to all activities of Spinnaker, including those activities that occur online and offline.

The types of personal information we have collected or disclosed in the last twelve (12) months or beyond depend on your relationship with Spinnaker. If the nature of your relationship with Spinnaker changes, an additional data privacy notice may apply.

The personal information that Spinnaker collects about you may include the following categories of personal information:

1. Identifiers, such as real name, alias, postal address, unique personal identifier, online identifier, email address, account name, driver's license number, passport number, or other similar identifiers;
2. Personal information described in California Civil Code Section 1798.80(e), such as signature, physical characteristics or description, telephone number, insurance policy number, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information;
3. Characteristics of protected classifications under California or federal law, such as race, gender, physical or mental disability, and religion;
4. Commercial information, such as records of personal property, Services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies;
5. Biometric information, such as your voiceprint when you call our call centers;
6. Internet or other electronic network activity information, such as browsing history, search history, and information regarding a consumer's interaction with an internet website, application, or advertisement;
7. Geolocation data, such as information used to identify your physical location, including geolocation data collected in connection with your use of our Services;
8. Audio, electronic, visual, thermal, olfactory, or similar information;
9. Professional or employment-related information, such as information collected from job applications and resumes;
10. Education information, such as information collected from job applications, transcripts, or resumes;
11. Inferences, such as those drawn from any of the information Spinnaker collects to create a profile about a consumer reflecting the consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes; and
12. Sensitive personal information, such as driver's license number, passport number, account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account, precise geolocation, racial or ethnic origin, religious beliefs, mental or physical health condition or diagnosis, sex life or sexual orientation, or citizenship or immigration status.

| Types of Personal Information  | Do we collect it? | Categories of Sources  | Purposes of Collection   | Do we disclose it to third parties? | Purposes of Disclosure  | Categories of Third Parties PI Disclosed To   | Do we sell it to third parties? | Purposes of Selling | Do we Share for Behavioral Advertising ? | Retention  |
|--|-------------------|--|--|-------------------------------------|---|---|---------------------------------|---------------------|--|--|
| Identifiers  | Yes               | You, publicly available databases, government databases, data aggregators, affiliates, subsidiaries, agents or other producers, financial service providers, and other service providers | Respond to questions, requests, complaints, and emails; provide customer service; provide Services to you; set up, manage accounts; verify your identity; regulatory reporting; and update our records | Yes                                 | Customer service, account set up, management, or servicing, data verification services, regulatory reporting requirements | Service providers that provide us with customer service, account set up, management, or servicing or data verification services, regulatory authorities | No                              | Not applicable      | No                                       | Generally 1 years but also subject to data retention schedules |
| Personal information described in California Civil Code Section 1798.80(e)   | Yes               | You, publicly available databases, government databases, data aggregators, affiliates, subsidiaries, agents or other producers, financial service providers, and other service providers | Respond to questions, requests and emails; provide customer service; set up, manage accounts; verify your identity; regulatory reporting; and update our records                                       | Yes                                 | Customer service, account management, servicing or data verification services, regulatory reporting requirements          | Service providers that provide us with customer service, account management, or servicing or data verification services, regulatory authorities         | No                              | Not applicable      | No                                       | Generally 1 years but also subject to data retention schedules |
| Characteristics of protected classifications under California or federal law | Yes               | Directly from you or from service providers  | Provide Services to you  | Yes                                 | Provide Services to you and regulatory reporting requirements   | Entities that provide us with services to provide Services to you and regulatory authorities  | No                              | Not applicable      | No                                       | Generally 1 years but also subject to data retention schedules |
| Commercial information   | Yes               | You directly, from your use of our Services, or from credit or consumer reporting agencies   | Service your account   | Yes                                 | Policy administration and claims adjudication   | Entities that provide us with services to provide Services to you and regulatory authorities  | No                              | Not applicable      | No                                       | Generally 1 years but also subject to data retention schedules |

| Types of Personal Information   | Do we collect it? | Categories of Sources                          | Purposes of Collection  | Do we disclose it to third parties? | Purposes of Disclosure  | Categories of Third Parties PI Disclosed To  | Do we sell it to third parties? | Purposes of Selling | Do we Share for Behavioral Advertising ? | Retention  |
|---|-------------------|--|---|-------------------------------------|---|--|---------------------------------|---------------------|--|--|
| Biometric information   | Yes               | You directly when you call our call centers    | Detecting security incidents; fraud detection; authentication; protecting against and prosecuting malicious, deceptive, or illegal activity; verifying or maintaining the quality or safety of a service or device or improving a service or device | Yes                                 | To assist in authentication and to service your account                           | Service providers that assist in authentication and to service your account  | No                              | Not applicable      | No                                       | Generally 1 years but also subject to data retention schedules |
| Internet or other electronic network activity information             | No                | Not applicable                                 | Not applicable  | Not applicable                      | Not applicable  | Not applicable   | Not applicable                  | Not applicable      | Not applicable                           | Not applicable   |
| Geolocation data  | No                | Not applicable                                 | Not applicable  | Not applicable                      | Not applicable  | Not applicable   | Not applicable                  | Not applicable      | Not applicable                           | Not applicable   |
| Audio, electronic, visual, thermal, olfactory, or similar information | Yes               | When you call our customer service call center | Improve our Services, quality assurance, analytics, or for security purposes  | Yes                                 | Improve customer service, loss prevention, authentication or fraud investigations | Entities that provide us with services to improve customer service; entities that provide us with loss prevention services; entities that provide authentication or fraud services | No                              | Not applicable      | No                                       | Generally 1 years but also subject to data retention schedules |
| Professional or employment-related information                        | No                | Not applicable                                 | Not applicable  | Not applicable                      | Not applicable  | Not applicable   | Not applicable                  | Not applicable      | Not applicable                           | Not applicable   |
| Education information   | No                | Not applicable                                 | Not applicable  | Not applicable                      | Not applicable  | Not applicable   | Not applicable                  | Not applicable      | Not applicable                           | Not applicable   |
| Inferences  | No                | Not applicable                                 | Not applicable  | Not applicable                      | Not applicable  | Not applicable   | Not applicable                  | Not applicable      | Not applicable                           | Not applicable   |

| Types of Personal Information  | Do we collect it? | Categories of Sources   | Purposes of Collection  | Do we disclose it to third parties? | Purposes of Disclosure   | Categories of Third Parties PI Disclosed To   | Do we sell it to third parties? | Purposes of Selling | Do we Share for Behavioral Advertising ? | Retention  |
|--------------------------------|-------------------|---|---|-------------------------------------|--|---|---------------------------------|---------------------|--|--|
| Sensitive personal information | Yes               | You, your use of our Services, affiliates, subsidiaries, agents or other producers, or financial or other service providers | Maintain or service accounts, provide customer service, process and provide Services, verify customer information, regulatory purposes, or other similar services | Yes                                 | Customer service, account management, financial services, quality and safety services, storage, and regulatory reporting | Entities that provide or assist us with customer service, account management, financial services, storage, and regulatory authorities | No                              | Not applicable      | No                                       | Generally 1 years but also subject to data retention schedules |

For all categories of personal information, we may collect data directly from you, from third parties, including those to whom you have previously provided data, and from our service providers.

We collect and use personal information for business or commercial purposes. For all categories of personal information, these purposes may include auditing; detecting security incidents; protecting against and prosecuting illegal activity (such as fraud); ensuring the physical safety of individuals; debugging, short-term transient use of personal information; performing services on behalf of Spinnaker, such as maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing storage, or providing similar services on behalf of Spinnaker; undertaking internal technological research; verifying or maintaining the quality or safety of a service or device; improving a service or device; and monitoring and improving our Services' functionality. We combine the data that we collect in order to provide these functions.

We also collect and use personal information to comply with our legal obligations, resolve disputes, enforce our agreements, and for everyday servicing purposes.

For all categories of personal information, we may disclose your personal information to third parties in the event Spinnaker is involved in a merger, acquisition, or sale or transfer of all or part of its assets. We may also disclose all categories of personal information with our affiliates and subsidiaries. Spinnaker may be required to disclose your personal information to law enforcement, regulatory agencies, or litigants based on enforceable requests for this information. We may also need to disclose information based on fraud protection, credit risk reduction, or other legal purposes.

Please note that for all categories of personal information, we may also disclose your personal information to our service providers, partners, or collaborators we work with in the course of our business, agents or other insurance producers, any entity you instruct us to disclose your personal information to, and others.

Spinnaker retains personal information in accordance with our legal obligations, to defend against claims, or in compliance with our data retention policies and procedures. Also, we may retain your personal information in our backup or archived systems until the retention period of those systems expires.

#### **16. You may have additional rights under various state privacy laws.**

You may have the following rights with respect to your personal information:

- The right to a notice about our collection, use, disclosure, sale, or sharing of personal information about you. This statement is intended to satisfy this right.
- The right to request access to the personal information, including the specific pieces of personal information that Spinnaker has about you and personal information about any automated-decision making concerning you made by Spinnaker.
- The right to request that Spinnaker correct or amend your personal information.
- The right to request that we delete the personal information we have about you. We may not be required to delete personal information under particular circumstances.
- The right to opt out of the sale your personal information. You may have the right to opt out of cross-context behavioral advertisements.
- The right to ask us to limit our use of your sensitive personal information.
- The right to obtain a copy of your personal information in an easily understandable and portable format that you may also request be transmitted to another entity.
- The right to appeal Spinnaker's denial of your request to exercise a right herein.
- The right to opt out with respect to Spinnaker's use of automated decision-making technology, including profiling.
- The right to be free from retaliation for exercising these rights. We may, however, offer you incentives in return for your data. When you exercise your rights, you may lose access to these incentives, which can include discounts, coupons, or additional services.
- The right to use an authorized agent to submit a request on your behalf.
- The right to request a statement be placed in your file for others accessing your file if you disagree with Spinnaker's refusal to correct, amend, or delete your personal information with a concise statement of what you think is correct, relevant, or fair information and the reasons you disagree with Spinnaker's refusal to correct, amend, or delete recorded personal information..

You may call us at 1-888-221-7742 or visit our portal to exercise your rights.

Your authorized agent may call us at 1-888-221-7742 to make a request on your behalf. You will be asked to confirm your identity with at least two identification factors, such as a verified email and phone number. If we cannot verify your identity, we will let you know and may deny the request. We must also receive a properly executed authorization form that adequately

describes you, your designated agent, and the purpose of the designation. We may deny a request from an agent that does not submit proof that they have been authorized by you to act on your behalf. We may also require that you directly confirm with us that you provided the authorized agent permission to submit the request. The authorized agent must be a natural person or a business entity that is registered with the appropriate state regulatory agency to conduct business in the state they operate and must comply with the requirements of applicable laws.

**17. Victims of domestic violence may have confidentiality rights.**

New York State Insurance Law § 2612 prohibits insurers from discriminating against victims of domestic violence. This law also provides that if any person covered by an insurance policy delivers to the insurer a valid order of protection against the policyholder or other person covered by the policy, then the insurer is prohibited for the duration of the order from disclosing to the policyholder or other person the address and telephone number of the insured, or of any person or entity providing covered services to the insured. If a child is a covered person, then the right established by this section may be asserted by the child's parent or guardian.

**Making a request:**

To initiate a confidentiality request as it pertains to an order of protection, please submit a valid order of protection to the below listed address. You may use this [confidential communication request form](#), if you'd like:

Spinnaker Insurance Company

PO Box 240

Portsmouth, NH 03802

Toll Free Line: 1-(888) 221-7742

If the protected individual is a child, the parent or guardian may make the above request.

**Revoking a request:**

To revoke a confidentiality request, please contact our customer service at 1-(888) 221-7742.

**18. We are based in the United States.**

If you are visiting our Services from outside the United States, please be aware that we are based in the United States and the information we collect will be transferred to, processed, and stored on our servers in the United States in accordance with this privacy policy and applicable laws. The data protection laws and regulations applicable to your information transferred to the United States may be different from the laws in your country of residence.

**19. We may change this privacy policy.**

We may change this privacy policy from time to time. If we make material changes to this privacy policy, we will post the changes on our Services (or our Services that replace them) and provide you notice prior to the changes becoming effective either through the relevant Services or by some other means, such as email or through your account. Your continued use of our Services after such notice constitutes your consent to the changes. We encourage you to periodically review our privacy policy for the latest information on our privacy practices.

**20. Spinnaker provides you with a Consumer Privacy Notice.**

If you are a Spinnaker customer, then Spinnaker provides you with the Spinnaker Consumer Privacy Notice below.

**21. Spinnaker provides you with a California Financial Information Privacy Act Notice.**

If you are a Spinnaker customer in California, then Spinnaker provides you with the Spinnaker California Financial Information Privacy Act Notice below.

**22. You may contact us.**

If you have any questions about this privacy policy or our other information practices, please contact us at [contact@Spinnaker.com](mailto:contact@Spinnaker.com); 1-888-221-7742; or Spinnaker Insurance Company, PO Box 240, Portsmouth NH 03802.

**FACTS**

**WHAT SPINNAKER DOES WITH YOUR PERSONAL INFORMATION**

|  |   |                              |
|--|---|------------------------------|
| <b>Why?</b>  | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.                                  |                              |
| <b>What?</b>   | The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Name and date of birth</li> <li>• Property information and property records</li> <li>• Checking account information and credit-based insurance scores</li> </ul> |                              |
| <b>How?</b>  | All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Spinnaker chooses to share; and whether you can limit this sharing.  |                              |
|  | <b>Reasons we can share your personal information</b>   | <b>Does Spinnaker share?</b> |
|  | <b>For our everyday business purposes —</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus   | Yes                          |
|  | <b>For our marketing purposes —</b> to offer our products and services to you   | No                           |
|  | <b>For joint marketing with other financial companies</b>   | No                           |
|  | <b>For our affiliates' everyday business purposes —</b> information about your transactions and experiences   | Yes                          |
|  | <b>For our affiliates' everyday business purposes —</b> information about your creditworthiness   | No                           |
|  | <b>For our affiliates to market to you</b>  | No                           |
|  | <b>For nonaffiliates to market to you</b>   | No                           |
| <b>Questions?</b>  | Call toll-free 1-800-747-3214.  |                              |
| <b>Who we are</b>  |   |                              |
| <b>Who is providing this notice?</b>                       | Spinnaker Insurance Company and its insurance company subsidiaries  |                              |
| <b>What we do</b>  |   |                              |
| <b>How does Spinnaker protect my personal information?</b> | To protect your personal information from unauthorized access and use, we maintain physical, electronic, and procedural safeguards that comply with federal law. These measures include computer safeguards and secured files and buildings.  |                              |

|   |   |
|---|---|
| <b>How does Spinnaker collect my personal information?</b>                                | <p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>▪ apply for insurance or pay insurance premiums</li> <li>▪ provide account information or give us your contact information</li> <li>▪ file an insurance claim</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>   |
| <b>Why can't I limit all sharing?</b>   | <p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>▪ sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>▪ affiliates from using your information to market to you</li> <li>▪ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p> |
| <b>What happens when I limit sharing for an account I hold jointly with someone else?</b> | <p>Your choices will apply to everyone on your account.</p>   |

### Definitions

|                        |   |
|------------------------|---|
| <b>Affiliates</b>      | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ Our affiliates include financial companies such as companies that share the Spinnaker, Mainsail, Masthead, or Hippo brand.</li> </ul> |
| <b>Nonaffiliates</b>   | <p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ Spinnaker does not share with nonaffiliates so they can market to you.</li> </ul>   |
| <b>Joint marketing</b> | <p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ Spinnaker doesn't jointly market.</li> </ul>   |

### Other Important Information

We will also comply with more restrictive state laws to the extent they apply.

**California Residents:** We will not share your information with nonaffiliated third parties for their marketing purposes except with your express consent. California residents will also be provided an "Important Privacy Choices" notice explaining their rights under the California Financial Information Privacy Act.

**Nevada Residents:** Nevada law allows us to make marketing calls to our existing customers listed on the National Do Not Call Registry. This notice is provided to you pursuant to state law. If you prefer not to receive marketing calls from us, you may be placed on our internal Do Not Call List by calling 1-888-221-7742. If you would like more information about our practices, you may call 1-888-221-7742. You may also contact the Nevada Attorney General's office: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [aginfo@ag.nv.gov](mailto:aginfo@ag.nv.gov).

**Vermont Residents:** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

**AZ, CA, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, or VA Residents.** The term "Information" means information we collect in connection with insurance transactions. You have the right to request access to, correction, amendment, and deletion of personal information that we have about you. Please contact us at [compliance@spinnakerins.com](mailto:compliance@spinnakerins.com) or Spinnaker Insurance Company, PO Box 240, Portsmouth, NH 03802 with a notarized letter and include your name, address, and your policy, contract, or account number, and describe the information you wish to access, delete, or correct. We may share your Information with nonaffiliates without your prior authorization as permitted or required by law, such as for purpose of conducting actuarial or research studies that comply with applicable law. We may share your Information with insurance regulatory authorities, law enforcement, consumer reporting agencies, auditors, and as permitted or required by law. Information we obtain from a report prepared by an insurance-support organization may be retained by that insurance-support organization and disclosed to others.

### Important Privacy Choices for Consumers

**You have the right to control whether we share some of your personal information. Please read the following information carefully before you make your choices below.**

#### Your Rights

You have the following rights to restrict the sharing of personal and financial information with our affiliates (companies we own or control) and outside companies that we do business with. Nothing in this form prohibits the sharing of information necessary for us to follow the law, as permitted by law, or to give you the best service on your account with us. This includes sending you information about some other products or services.

#### Your Choices

**Restrict Information Sharing With Companies We Own or Control (Affiliates):** Unless you say “No,” we may share personal and financial information about you with our affiliated companies.

NO, please do not share personal and financial information with your affiliated companies.

**Restrict Information Sharing With Other Companies We Do Business With To Provide Financial Products And Services:** Unless you say “No,” we may share personal and financial information about you with outside companies we contract with to provide financial products and services to you.

NO, please do not share personal and financial information with outside companies you contract with to provide financial products and services.

#### Time Sensitive Reply

You may make your privacy choice(s) at any time. Your choice(s) marked here will remain unless you state otherwise. However, if we do not hear from you, we may share some of your information with affiliated companies and other companies with whom we have contracts to provide products and services.

To exercise your choices, utilize any of the options below:

- (1) Call 1-800-747-3214, toll free; or
  - (2) Complete the information needed below, sign, and return this form to us (you may want to make a copy for your records):
- Mail to: Spinnaker Group, PO Box 240, Portsmouth, NH 03802 Attn: Privacy Officer

Name: \_\_\_\_\_

Account Number(s): \_\_\_\_\_

Property Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
(if different than property address)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism 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 of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers’ liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$1% of Total Gross Premium, and does not include any charges for the portion of losses covered by the United States government under the Act.



**Regulatory Office:**  
 [PO Box 240]  
 [Dept.: Regulatory]  
 [Portsmouth, NH 03802]  
 [888-221-7742]

**COMPANY PROVIDING COVERAGE:**  
**Spinnaker Insurance Company**  
 Producer Name: Mountain West Insurance - Craig  
 Producer Address: 100 E. Victory Way Craig, CO 81625

**Commercial Excess/Umbrella Liability Certificate Holder  
 Declarations**

(If coverage listed in the schedule of underlying insurance of this policy applies on a claims-made basis, then this policy shall apply claims-made subject to the retroactive date stated in Item 5 of this declarations page.)

Certificate Number: PPP4002924  
 This Certificate Forms a Part of Master Policy Number: PPP444000001  
 Renewal of Certificate Number: N/A  
 Renewal of Master Policy Number: N/A

1. **Certificate Holder** Conestoga Condominium Homeowners Association, Inc.  
 Address: c/o Silver Mountain Properties  
326 Highway 133, Suite 290  
 City/State/Zip: Carbondale, CO 81623-2507  
**Certificate Holder is:**  Individual  Partnership  Corporation  Joint Venture  
 Other (describe) \_\_\_\_\_

2. Certificate Period:  
 From: 04/18/2026 To: 04/18/2027  
 12:01 A.M. standard time at your mailing address shown above.

3. Certificate Premium: \$ 1364.00

3a. Certificate Premium For Certified Acts of Terrorism: Included In Certificate Premium Above

3b. Surcharge: \$ \_\_\_\_\_

4. Limits of Insurance:  
 (a) Each **Occurrence** \$ 5,000,000  
 (b) **Products Completed Work Hazard**  
 Aggregate (Where applicable) \$ 5,000,000  
 (c) General Aggregate \$ 5,000,000  
 (d) Self-Insured Retention or Retained Limit \$ 0

5. Retroactive Date Where applicable:  
 As per Schedule of Underlying Insurance (applicable to **Claims Made** Coverages)

Effective Date Of This Schedule: 04/18/2026 Attached To And Forming Part Of Certificate Number: PPP4002924

| UNDERLYING INSURER   | TYPE OF COVERAGE  | LIMITS OF LIABILITY   |
|--|---|---|
| <p>a. Name: American Alternative Insurance Corporation</p> <p>Policy Number: CAU532509</p> <p>Term: 04/18/2026 to 04/18/2027</p> | <p>Commercial General Liability</p> <p><input type="checkbox"/> Claims Made</p> <p><input checked="" type="checkbox"/> Occurrence</p>       | <p>\$ 2,000,000 each Occurrence</p> <p>\$ 0 General Aggregate (Other than <b>Products Completed Operations</b>)</p> <p>\$ _____ Policy Aggregate Limit</p> <p>\$ 1,000,000 <b>Product Completed Operations</b> Aggregate</p> <p>\$ 1,000,000 <b>Personal and Advertising Injury</b></p> |
| <p>b. Name: American Alternative Insurance Corporation</p> <p>Policy Number: CAU532509</p> <p>Term: 04/18/2026 to 04/18/2027</p> | <p>Automobile Liability</p>   | <p>2,000,000 Combined Single Limit</p> <p>HNOA Only</p>   |
| <p>c. Name: PMA Insurance Company</p> <p>Policy Number: 202501-1606318Y</p> <p>Term: 04/18/2026 to 04/18/2027</p>                | <p>Employers' Liability</p>   | <p>Coverage B – Employers' Liability</p> <p>Bodily Injury by Accident</p> <p>\$ 1,000,000 each Accident Disease</p> <p>Bodily Injury by Disease</p> <p>\$ 1,000,000 each Policy</p> <p>Bodily Injury by Disease</p> <p>\$ 1,000,000 each Employee</p>                                   |
| <p>d. Name: Continental Casualty</p> <p>Policy Number: 768656420</p> <p>Term: 04/18/2026 to 04/18/2027</p>                       | <p>Directors &amp; Officers Liability</p> <p><input checked="" type="checkbox"/> Claims Made</p> <p><input type="checkbox"/> Occurrence</p> | <p>\$ 1,000,000 each Occurrence</p> <p>\$ 1,000,000 Aggregate</p>   |

| UNDERLYING INSURER                                      | TYPE OF COVERAGE  | LIMITS OF LIABILITY   |
|---|---|---|
| e. Name: Excluded<br><br>Policy Number:<br><br>Term: to | Stop Gap Employers' Liability   | Bodily Injury by Accident<br>\$ _____ each Accident Disease<br><br>Bodily Injury by Disease<br>\$ _____ each Policy<br><br>Bodily Injury by Disease<br>\$ _____ each Employee |
| f. Name: Excluded<br><br>Policy Number:<br><br>Term: To | Garage Keepers Legal Liability  | \$ _____ Each Occurrence  |
| g. Name Excluded<br><br>Policy Number:<br><br>Term:     | Liquor Liability  | \$ _____ Each Common Cause<br>\$ _____ Aggregate Limit<br>\$ _____ Each Occurrence  |
| h. Name:<br><br>Policy Number:<br><br>Term:             | <input type="checkbox"/> Claims Made<br><input type="checkbox"/> Occurrence | \$ _____<br>\$ _____<br>\$ _____  |

## FORMS SCHEDULE

**POLICY NUMBER:** PPP4002924

**POLICY PERIOD:** 04/18/2026 to 04/18/2027

**NAMED INSURED:** Conestoga Condominium Homeowners Association, Inc.

| Name               | Description   |
|--------------------|---|
| SIC SIGN 10 24     | SPINNAKER SIGNATURE   |
| MSI XS 00 01 10 25 | NOTICE TO POLICYHOLDERS U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")                              |
| MSI XS 00 02 10 25 | NOTICE TO POLICYHOLDERS FRAUD NOTICE  |
| Privacy Notice     | SPINNAKER INSURANCE PRIVACY NOTICE  |
| MSI XS 00 20 10 25 | POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE  |
| MSI XS 00 26 01 26 | COMMERCIAL EXCESS/UMBRELLA LIABILITY CERTIFICATE HOLDER DECLARATIONS  |
| MSI XS 00 27 10 25 | FORMS SCHEDULE  |
| MSI XS 00 34 10 25 | CERTIFICATE HOLDER AND LOCATIONS  |
| MSI XS 00 21 10 25 | PURCHASING GROUP CONVERSION ENDORSEMENT   |
| CU 0001 09 10      | COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGE   |
| CU 0730 09 10      | EXCLUSION -- UMBRELLA LIABILITY COVERAGE U  |
| MSI XS 00 24 10 25 | ENDORSEMENT - NO DROP-DOWN FOR REDUCED UNDERLYING LIMITS  |
| MSI XS 00 29 10 25 | EXCLUSION - HUMAN TRAFFICKING   |
| MSI XS 00 31 10 25 | EXCLUSION - WATER SPORTS LIMITATION   |
| MSI XS 00 32 10 25 | CLAIM REPORTING PROVISIONS COVERAGES E AND U  |
| MSI XS 00 33 10 25 | COVERAGE X -- DISASTER EVENT RESPONSE EXPENSE   |
| MSI XS 00 35 10 25 | EMPLOYMENT PRACTICES LIABILITY FOLLOW FORM COVERAGE E   |
| MSI XS 00 36 10 25 | EXCLUSION -- CONTAMINATED DRYWALL COVERAGES E AND U   |
| MSI XS 00 42 10 25 | EXCLUSION CYBER INCIDENT (COVERAGES E & U)  |
| MSI XS 00 43 10 25 | EXCLUSION - VIOLATION OF LAW ADDRESSING DATA PRIVACY (COVERAGES E & U)  |
| MSI XS 00 46 10 25 | EXCLUSION -- EARTH MOVEMENT COVERAGES E AND U   |
| MSI XS 00 47 10 25 | EXCLUSION -- ERRORS AND OMISSIONS LIABILITY COVERAGE E  |
| MSI XS 00 50 10 25 | EXCLUSION -- TOTAL POLLUTION WITH CERTAIN EXCEPTIONS COVERAGE E   |
| MSI XS 00 61 10 25 | CONSTRUCTION OPERATIONS EXCLUSION (WITH EIFS AND WRAP UPS EXCLUDED)   |
| MSI XS 00 65 10 25 | AMENDMENT - COVERAGE TERRITORY  |
| MSI XS 00 66 10 25 | ENDORSEMENT- AMENDMENT- AGGREGATE LIMITS OF INSURANCE (PER LOCATION) WITH PRODUCTS-COMPLETED OPERATIONS HAZARD LIMITATION |
| CL 0356 03 25      | FOREVER CHEMICALS AND MICROPLASTICS EXCLUSION   |
| CU 0403 09 14      | EXCLUSION DATA BREACH LIABILITY COVERAGES E AND U   |
| CU 0702 09 10      | EXCLUSION -- FUNGUS OR RELATED PERILS COVERAGES E AND U   |
| CU 0728 09 10      | EXCLUSION -- COMMUNICABLE DISEASE COVERAGES E AND U   |
| CU 0735 09 10      | EXCLUSION -- PROPERTY IN YOUR CUSTODY COVERAGES E AND U   |
| CU 0742 08 21      | EXCLUSION - CANNABIS LIABILITY COVERAGES E AND U  |
| CU 1010 09 10      | AMENDED DEFINITION NEW ENTITIES ARE NOT INSURED COVERAGES E AND U   |
| CU 1011 09 10      | PRODUCTS/COMPLETED WORK HAZARD EXPANDED DEFINITION COVERAGE E   |
| CU 1301 01 15      | CERTIFIED TERRORISM LOSS  |

## FORMS SCHEDULE

**POLICY NUMBER:** PPP4002924

**POLICY PERIOD:** 04/18/2026 to 04/18/2027

**NAMED INSURED:** Conestoga Condominium Homeowners Association, Inc.

| <b>Name</b>   | <b>Description</b>              |
|---------------|---------------------------------|
| CL 0682 06 13 | CIVIL UNIONS AMENDMENT COLORADO |
| CU 0106 09 10 | AMENDATORY ENDORSEMENT COLORADO |

This endorsement changes  
the policy  
**-- PLEASE READ THIS CAREFULLY --**

## CERTIFICATE HOLDER AND LOCATIONS

(The entries required to complete this endorsement  
will be shown below or on the "declarations". )

### SCHEDULE

| <b>Named Insured</b> | <b>Location Address</b>                                  | <b>Policy<br/>#/Location#/Renewal#</b> |
|----------------------|--|--|
| See Declarations     | Per Package Policy Description ,<br>Carbondale, CO 81623 | PPP4002924-01- 00                      |

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

---

### DEFINITIONS

---

Under Definitions, definition 1.a. is deleted and replaced by the following:

1. a. "You" and "your" mean the person, persons, entity, or organization named as the "certificate holder" on the Certificate of Insurance or on the Schedule above.

---

## PURCHASING GROUP CONVERSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGE PART

As to coverage provided by an individual Certificate of Insurance:

1. The Master Policy Holder shown on the Master Policy is the Preferred Property Program, LLC, The "certificate holder" named on the "declarations" ("you"), shall mean the individual Named Insured Certificate Holder member of the Preferred Property Program, LLC, shown on each individual Certificate of Insurance.
2. The policy period shown on an individual Certificate of Insurance is the period that the insurance is in force for that individual Certificate Holder, regardless of the policy period of the Master Policy; provided however, that in no event shall the expiration date of the individual Certificate of Insurance be later than the expiration date of the Master Policy.
3. Any reference to 'policy number' in a Schedule, form or endorsement, shall mean the individual Certificate Number.
4. Limits of Insurance – applies to each Certificate of Insurance.
5. The **HOW MUCH WE PAY** Section applies individually to each Certificate of Insurance.
6. Any Schedule, form or endorsement shown on an individual Certificate of Insurance or made part thereof, only applies to coverage under that Certificate of Insurance.
7. Any notices sent by "us" will be sent to the Master Policy Holder, including notice of cancellation or nonrenewal. The policy provisions are amended accordingly.
8. The **HOW MUCH WE PAY** Section is amended as follows with the addition of the following wording: With respect to Coverage E only, if a policy listed in the Schedule of Underlying Insurance contains aggregate limits, other than an aggregate limit applying to the Products-Completed Operations, the General Aggregate stated in Item 4(c) of the Certificate Holder Declarations will apply in the same manner as such other aggregate limits of each policy listed in the Schedule of Underlying Insurance.

## COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGE

### (THIS POLICY MAY INCLUDE CLAIMS-MADE COVERAGE)

The following Table of Contents shows how this policy is organized. It will help "you" locate particular sections of this form.

#### TABLE OF CONTENTS

|  | Page |
|--|------|
| Agreement .....                                      | 1    |
| Definitions .....                                    | 2    |
| Commercial Excess/Umbrella Liability Coverages ..... | 9    |
| Coverage E -- Excess Liability .....                 | 9    |
| Insuring Agreement.....                              | 9    |
| Exclusions .....                                     | 13   |
| Coverage U -- Umbrella Liability .....               | 17   |
| Insuring Agreement.....                              | 17   |
| Exclusions .....                                     | 18   |
| Supplemental Payments.....                           | 24   |
| What Must Be Done In Case Of Loss.....               | 25   |
| How Much We Pay .....                                | 26   |
| Conditions .....                                     | 27   |
| Nuclear Energy Liability Exclusion .....             | 31   |

A state-specific amendatory endorsement applies to this policy. Other endorsements and schedules may also apply. They are identified on the "declarations".

Refer to the Definitions for words and phrases that have special meaning. These words and phrases are shown in quotation marks.

### AGREEMENT

Subject to all the "terms" that apply, and in return for "your" payment of the required premium, "we" provide the coverages described in this policy.

---

## DEFINITIONS

---

1. "You" and "your" --
  - a. "You" and "your" mean the person, persons, entity, or organization named as the insured on the "declarations".
  - b. Except with respect to any applicable "terms" of this policy that address cancellation, nonrenewal, renewal, or premium, "you" and "your" also include any organization (other than a joint venture, partnership, or limited liability company) newly acquired or formed by the person, persons, entity, or organization named as the insured on the "declarations" and over which such person, persons, entity, or organization maintains ownership or a majority interest.

However, "you" and "your" do not include any such organization:

    - 1) if there is other similar insurance available to it;
    - 2) after 90 days immediately following the acquisition or formation of the organization or the end of the policy period, whichever is earlier;
    - 3) with respect to "bodily injury" or "property damage" that occurred prior to the acquisition or formation of the organization; or
    - 4) with respect to "personal and advertising injury" arising out of an offense committed prior to the acquisition or formation of the organization.
2. The words "we", "us", and "our" mean the company providing this coverage.

3. "Advertisement" means a public notice or announcement, including but not limited to one found in electronic communication or on the Internet, offering "your" goods, products, or services:
  - a. for sale, rent, lease, or other purpose to potential buyers, clients, customers, or patrons; or
  - b. for promotion to and consideration by potential supporters.

With respect to "advertisements" that appear on websites, only that part of a website that offers "your" goods, products, or services:

- a. for sale, rent, lease, or other purpose to potential buyers, clients, customers, or patrons; or
- b. for promotion to and consideration by potential supporters;

is considered an "advertisement".

4. "Auto" means:
  - a. a land motor vehicle, a trailer, or a semi-trailer which is designed for travel on public roads, including attached machinery and equipment; or
  - b. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

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

5. "Bodily injury" means bodily harm, sickness, or disease sustained by a person. "Bodily injury" includes death that results at any time from bodily harm, sickness, or disease.

However, "bodily injury" does not include mental or emotional injury, suffering, or distress that does not result from physical injury, sickness, or disease.

6. "Claims-made" means liability insurance coverage provisions that apply to a claim for injury or damage if:
- a. the claim is first made against an "insured" during the policy period or an extended reporting period; and
  - b. the injury or damage occurs on or after the retroactive date shown on the declarations of the "claims-made" policy and prior to the termination of the policy period of that insurance.
7. "Coverage territory" --
- a. Under Coverage E -- Excess Liability, "coverage territory" means those countries, territories, possessions, international waters, airspace, and other parts of the world that fall within the coverage territory recognized by the applicable "underlying insurance".
  - b. Under Coverage U -- Umbrella Liability, "coverage territory" means the world except for any foreign country, nation, or jurisdiction upon which the United States of America has imposed an embargo or other economic sanctions.
8. "Covered contract" --
- a. "Covered contract" means:
    - 1) a lease of premises;
    - 2) an easement or license agreement.

However, this does not include an agreement in connection with any construction or demolition operation within 50 feet of a railroad;

    - 3) a responsibility to indemnify a municipality if required by an ordinance.

However, this does not apply in connection with work done for the municipality;

    - 4) a sidetrack agreement;
    - 5) an elevator maintenance agreement;or
  - b. However, "covered contract" does not include that part of any contract or agreement:
    - 1) that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass, or crossing;
    - 2) that indemnifies any person or organization for damage by fire to premises rented or loaned to "you";
    - 3) that indemnifies an architect, engineer, or surveyor for injury or damage arising out of:
      - a) preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs, or specifications; or
      - b) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
    - 4) under which the "insured", if an architect, engineer, or surveyor, assumes liability for injury or damage arising out of the "insured's" rendering or failing to render professional services, including those listed in 3)a) above, and supervisory, inspection, or engineering services.

9. "Damages" means compensation in the form of money for a person or organization who claims to have suffered an injury.
10. "Data records" means files, documents, and information in an electronic format that are stored on instruments used with computer hardware, networks, or other computer programs and applications, including those used with electronically controlled equipment.
11. "Declarations" are all pages labeled "declarations", supplemental declarations, or schedules, which pertain to this policy.
12. "Designated insured" means:
- a. all individuals listed in b.1), b.2), b.3), b.4), and b.5) of the definition of "insured"; and
  - b. any "employee" who is authorized to give or receive notice of an "occurrence" or a claim.
13. "Employee" includes a "leased worker".
- However, "employee" does not include a "temporary worker".
14. "Executive officer" means a person holding any of the officer positions created by "your" charter, constitution, by-laws, or any other similar governing document.
15. "Impaired property" means tangible property other than "products" or "your work":
- a. that is less useful or no longer useable because:
    - 1) it includes "products" or "your work" that is, or is believed to be, deficient or dangerous; or
    - 2) "you" failed to carry out the terms of a contract or agreement; and
  - b. which can be restored to use by:
    - 1) the repair, replacement, adjustment, or removal of "products" or "your work"; or
    - 2) "your" fulfilling the terms of the contract or agreement.
16. "Indemnitee" means a person or organization for whom an "insured" has assumed liability for "damages" due to "bodily injury" or "property damage" under a "covered contract".
17. "Insured" --
- a. Under Coverage E -- Excess Liability, "insured" means:
    - 1) "you"; and
    - 2) persons or organizations included as "insureds" or additional insureds in "underlying insurance".

However, such persons or organizations are "insureds" under the "terms" of this policy only to the extent that they are covered by "underlying insurance".
  - b. Under Coverage U -- Umbrella Liability, "insured" means:
    - 1) "you" and "your" spouse, but only with respect to the conduct of a business of which "you" are the sole owner, if "you" are shown on the "declarations" as an individual;
    - 2) "you" and "your" partners or members and their spouses, but only with respect to the conduct of "your" business, if "you" are shown on the "declarations" as a partnership or joint venture;
    - 3) "you" and "your" members, but only with respect to the conduct of "your" business, if "you" are shown on the "declarations" as a limited liability company. "Your" managers are also "insureds", but only with respect to their duties as managers;
    - 4) "you" and "your" trustees, but only while acting within the scope of their duties as trustees, if "you" are shown on the "declarations" as a trust; or

5) "you" and "your" "executive officers" and directors, but only while acting within the scope of their duties as "executive officers" or directors, if "you" are shown on the "declarations" as an organization other than a partnership, joint venture, or limited liability company. "Insured" also includes "your" stockholders, but only for their liability as stockholders.

c. Under Coverage U, "insured" also means:

- 1) any person or organization, except "your" "employee" or "volunteer worker", while acting as "your" real estate manager;
- 2) if "you" die during the policy period, "your" legal representative while acting within the scope of such duties, or a person or organization who has temporary custody of "your" property with respect to liability arising out of the maintenance or use of that property until "your" legal representative is appointed. "Your" legal representative has all of "your" rights and duties under this coverage; and
- 3) "your" "employees" for acts within the scope of their employment by "you", and "your" "employees" and "volunteer workers" while in the course of performing duties related to the conduct of "your" business.

However, this does not include "your" managers if "you" are a limited liability company or "your" "executive officers" if "you" are an organization other than a partnership, joint venture, or limited liability company.

None of these "employees" or "volunteer workers" are "insureds" for:

- a) "bodily injury" or "personal and advertising injury":

(1) to "you", to "your" partners or members (if "you" are a partnership or joint venture), to "your" members (if "you" are a limited liability company), to fellow "employees" while in the course of employment or while performing duties related to the conduct of "your" business, or to "your" other "volunteer workers" while performing duties related to the conduct of "your" business;

- (2) to a spouse, child, parent, brother, or sister of that injured fellow "employee" or "volunteer worker" as described in a)(1) above; or
- (3) for which there is an obligation to fully or partially reimburse a third party for "damages" arising out of injury described in a)(1) or a)(2) above; or

- b) "property damage" to property owned by; occupied by; used by; rented to; loaned to; in the care, custody, or control of; or over which physical control is being applied by "you", "your" "employees", "your" "volunteer workers", any of "your" partners or members (if "you" are a joint venture or a partnership), or any of "your" members (if "you" are a limited liability company).

No person or organization is an "insured" with respect to the conduct of a current or past partnership, joint venture, or limited liability company that is not named on the "declarations" as an "insured".

18. "Leased worker" means a person whom "you" lease from a labor leasing firm under a contract or agreement to perform duties related to the conduct of "your" business.

However, "leased worker" does not include a "temporary worker".

19. "Limit" means the amount of coverage that applies.

20. "Loading or unloading" --

a. "Loading or unloading" means the handling of property:

- 1) starting after it is removed from the point where it has been accepted for transit by "auto", aircraft, or watercraft;
- 2) continuing while it is in or on such vehicle; and
- 3) ending when it has been removed from the vehicle to the point of final delivery.

b. "Loading or unloading" includes the movement of property by a mechanical device, but only if the mechanical device is:

- 1) a hand truck; or
- 2) attached to the transporting vehicle.

21. "Mobile equipment" --

a. "Mobile equipment" means land vehicles, including attached machinery or equipment, that meet one or more of the following criteria:

- 1) those which are used only on premises (including adjoining ways) owned by or rented to "you";
- 2) those which are designed primarily for use off public roads, including bulldozers, farm machinery, and forklifts;
- 3) those which travel on crawler treads;
- 4) those, whether self-propelled or not, designed or used primarily to afford mobility to the following types of equipment, which must be a part of or be permanently attached to such vehicle:

a) power cranes, shovels, loaders, diggers, or drills; and

b) graders, scrapers, rollers, and other road construction or repair equipment;

5) those not described in a.1), a.2), a.3), or a.4) above which are not self-propelled, but are used primarily to afford mobility to the following types of permanently attached equipment:

- a) air compressors, pumps, and generators (this includes spraying, welding, and building cleaning equipment);
- b) geophysical exploration, lighting, and well servicing equipment; and
- c) cherry pickers and similar devices used to raise and lower workers; or

6) those not described in a.1), a.2), a.3), or a.4) above which are primarily maintained for other than the purpose of transporting persons or cargo.

b. However, "mobile equipment" does not include self-propelled vehicles with the following types of permanently attached equipment:

- 1) equipment designed primarily for snow removal, street cleaning, or road maintenance other than road construction or resurfacing;
- 2) cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers;
- 3) air compressors, pumps, and generators (this includes spraying, welding, and building cleaning equipment); or
- 4) geophysical exploration, lighting, and well servicing equipment.

The vehicles described in b. above are considered "autos".

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

22. "Occurrence" means an accident and includes continuous or repeated exposures to similar conditions.
23. "Personal and advertising injury" means injury, including "bodily injury" that is a consequence thereof, arising out of one or more of the following offenses:
- a. oral or written publication, including electronic publication, of material that:
    - 1) slanders or libels a person or organization;
    - 2) disparages a person's or organization's goods, products, or services; or
    - 3) violates a person's right of privacy;
  - b. false arrest, detention, or imprisonment;
  - c. malicious prosecution;
  - d. misappropriation of advertising ideas in "your" "advertisement";
  - e. infringement of the copyright, slogan, or trade-dress of another in "your" "advertisement"; or
  - f. wrongful entry into, wrongful eviction from, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies. This offense must be committed by or on behalf of the owner, landlord, or lessor of the room, dwelling, or premises.

24. "Pollutant" means:

- a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, reconditioned, or disposed of; or
- b. electrical, magnetic, or electromagnetic particles and fields, whether visible or invisible, and sound.

25. "Products" --

- a. "Products" means goods or products manufactured, sold, handled, distributed, or disposed of by "you", others trading under "your" name, or a person or organization whose business assets "you" have acquired.
- b. "Products" includes:
  - 1) warranties or representations made at any time regarding the quality, fitness, durability, performance, or use of "products";
  - 2) containers (other than vehicles), materials, parts, or equipment furnished in connection with such "products"; and
  - 3) providing or failing to provide warnings or instructions.
- c. However, "products" does not include:
  - 1) vending machines or other property that is rented to or placed for the use of others, but not sold; or
  - 2) real property.

26. "Products/completed work hazard" --

- a. "Products hazard" includes "bodily injury" or "property damage" occurring away from premises "you" own or rent and arising out of "products" after physical possession of the "products" has been relinquished to others.

- b. "Completed work hazard" includes "bodily injury" or "property damage" occurring away from premises "you" own or rent and arising out of "your work".

However, it does not include work that has not been completed or that has not been abandoned.

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

- 1) when all work specified in "your" contract has been completed;
- 2) when all work to be done at a job site has been completed if "your" contract includes work at more than one job site; or
- 3) when that part of the work at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work which requires further service, maintenance, correction, repair, or replacement because of defect or deficiency, but which is otherwise complete, will be deemed completed.

- c. However, neither the "products hazard" nor the "completed work hazard" includes "bodily injury" or "property damage" arising out of:
- 1) the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned by or operated by "you", and that condition was created by any "insured's" "loading or unloading" of the vehicle;
  - 2) the presence of tools, uninstalled equipment, or abandoned or unused materials; or
  - 3) "products" or operations for which the classification on the declarations of a policy of "underlying insurance" specifies "including Products/Completed Work".

27. "Property damage" --

- a. "Property damage" means:

- 1) physical injury to or destruction of tangible property, including loss of use of that property. Loss of use is deemed to occur at the time of the physical injury that caused it; or
- 2) the loss of use of tangible property that has not been physically damaged. Loss of use is deemed to occur at the time of the "occurrence" that caused it.

Except with respect to coverage provided for "autos" under Coverage E, "data records" are not tangible property.

- b. With respect to the ownership, maintenance, or use of "autos" covered under Coverage E, "property damage" also includes any loss, cost, or expense arising out of any:

- 1) request, demand, order, statute, or regulation requiring that any "insured" or others test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants"; or
- 2) claim or "suit" by or on behalf of any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "pollutants".

28. "Recreational vehicle" means a golf cart, snowmobile, or any other land motor vehicle designed for off-road recreational use.

29. "Self-insured retention" means the dollar amount shown on the "declarations" that will be first paid by the "insured" before this insurance becomes applicable.

30. "Silica" means silicon dioxide (SiO<sub>2</sub>) including:
- a. crystalline silica, silica dust, industrial sand, silica sand, quartz, quartz dust, cristobalite, tridymite, tripoli, and silica mixed with other compounds;
  - b. amorphous silica and silica gel; and
  - c. silica dust mixed with other dust particles.
31. "Suit" means a civil proceeding or an administrative proceeding alleging "damages" for "bodily injury", "property damage", "personal and advertising injury", or any other injury or damage to which this policy applies. "Suit" includes any alternative dispute resolution proceeding or arbitration proceeding to which:
- a. any "insured" must submit in compliance with a law or regulation; or
  - b. any "insured" submits with "our" consent or the consent of the "underlying insurer".
32. "Temporary worker" means a person who is furnished to "you":
- a. as a temporary substitute for a permanent "employee" who is on a leave of absence; or
  - b. to meet seasonal or short-term workloads.
33. "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply to this Commercial Excess/Umbrella Liability Coverage.
34. "Underlying insurance" means the liability insurance coverage provided under policies shown in the Schedule of Underlying Insurance on the "declarations" for the "limits" and policy periods indicated. This includes any policies issued to replace those policies during the term of this insurance that:
- a. provide at least the same "limits"; and
  - b. provide the same hazards insured against, except as modified by general program revisions or as agreed to by "us" in writing.
35. "Underlying insurer" means any insurer that provides a policy of "underlying insurance".
36. "Volunteer worker" means a person who is not "your" "employee", donates his or her time or services, and who:
- a. acts at "your" direction and within the scope of duties "you" determine; and
  - b. is not paid a fee, salary, or other compensation for his or her time or services, other than reimbursement of out-of-pocket expenses.
- However, "volunteer worker" does not include a "leased worker" or a "temporary worker".
37. "Your work" --
- a. "Your work" means:
    - 1) work or operations performed by "you" or on "your" behalf; and
    - 2) materials, parts, and equipment supplied for such work or operations.
  - b. "Your work" includes:
    - 1) written warranties or representations made at any time regarding quality, fitness, durability, performance, or use of "your work"; and
    - 2) providing or failing to provide warnings or instructions.
- 
- COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES**
- 
- COVERAGE E -- EXCESS LIABILITY**
- 1. Insuring Agreement

- a. "We" will pay on behalf of the "insured" those sums in excess of "underlying insurance" for which an "insured" becomes legally obligated to pay as "damages" to which this insurance applies.

"We" have the right and duty to defend the "insured" against a "suit" seeking "damages" which may be covered under Coverage E -- Excess Liability, when the "limits" of "underlying insurance" are exhausted by the payment of claims, settlements, judgments, and/or defense costs if the applicable "limit" of "underlying insurance" is reduced by the payment of defense costs.

If "we" have no duty to defend, "we" have the right to defend or the right to participate with the "insured" or any "underlying insurer" in the defense, investigation, and settlement of "suits" against the "insured" seeking "damages" to which this insurance may apply. However, "we" have no duty to defend the "insured" against a "suit" seeking "damages" to which this policy does not apply.

At "our" option, "we" may investigate any "occurrence" or offense to which this insurance applies and settle the resulting claims or "suits" for which "we" have the duty to defend.

- b. The amount "we" will pay for "damages" and/or defense costs is limited as described under How Much We Pay.
- c. "We" do not have to provide a defense after "we" have paid an amount equal to the applicable "limit" as the result of:
- 1) judgments or written settlements agreed to by "us"; and/or
  - 2) defense costs, but only if the applicable "limit" of "underlying insurance" is reduced by the payment of defense costs.

"We" have no other liability or obligation to pay sums or to provide assistance or support unless specifically provided for under Supplemental Payments.

- d. This insurance applies only to:

- 1) "bodily injury" or "property damage" that:
  - a) is caused by an "occurrence" that takes place in the "coverage territory";
  - b) occurs during the policy period of this policy; and
  - c) is covered by "underlying insurance" or that would have been covered by "underlying insurance" but for the exhaustion of "underlying insurance" "limits" by the payment of claims, settlements, judgments, and/or defense costs;
- 2) "personal and advertising injury" that:
  - a) arises out of an offense committed in the course of "your" business if the offense is committed:
    - (1) within the "coverage territory"; and
    - (2) during the policy period of this policy; and
  - b) is covered by "underlying insurance" or that would have been covered by "underlying insurance" but for the exhaustion of "underlying insurance" "limits" by the payment of claims, settlements, or judgments; and
- 3) any other injury or damage that:
  - a) arises out of a negligent act, error, omission, injury, event, incident, or offense; and

- b) is covered by "underlying insurance" or that would have been covered by "underlying insurance" but for the exhaustion of "underlying insurance" "limits" by the payment of claims, settlements, judgments, and/or defense costs;

subject to the following additional requirements:

- a) if the "underlying insurance" applies on other than a "claims-made" basis, the negligent act, error, omission, injury, event, incident, or offense must take place:

- (1) within the "coverage territory"; and
- (2) during the policy period of this policy;

- b) if the "underlying insurance" applies on a "claims-made" basis, the negligent act, error, omission, injury, event, incident, or offense must take place:

- (1) within the "coverage territory"; and
- (2) on or after the Retroactive Date, if any, shown on the "declarations" of this policy and prior to the end of the policy period of this policy; and

- c) with respect to "underlying insurance" that applies on a "claims-made" basis, the claim must be first made against an "insured" within the policy period of this policy or within an Extended Reporting Period provided by this policy as described under 1.e. below. A claim will be deemed to have been first made when one of the following occurs:

- (1) notice of such claim is received and recorded by an "insured", by an "underlying insurer", or by "us" if the "limits" of "underlying insurance" have been exhausted, whichever occurs first, if the "underlying insurance" is written on a "claims-made" and recorded basis; or
- (2) notice of such claim is received by any "insured", and is reported to "us" in writing, if the "underlying insurance" is written on any other "claims-made" basis.

All claims for "damages" because of injury to the same person or organization will be treated as if they were made at the time the first claim is made against any "insured", regardless of the number of claims submitted.

e. Extended Reporting Periods

- 1) If "underlying insurance" written on a "claims-made" basis, as described under 1.d.3)b) and 1.d.3)c) above, provides one or more Extended Reporting Periods without additional premium charge, then Coverage E -- Excess Liability will also provide corresponding Extended Reporting Periods that are subject to the same terms as such Extended Reporting Periods of the "underlying insurance". The coverage provided by the Extended Reporting Periods of Coverage E -- Excess Liability will be excess over the coverage provided by such extended reporting periods of the "underlying insurance".

- If "underlying insurance" requires a written request from "you" for an Extended Reporting Period to be provided by endorsement and for an additional charge, then for a corresponding Extended Reporting Period to apply under this policy, "we" must also receive a written request from "you" within the same period of time as specified by "underlying insurance", and "you" must pay any additional premium to "us" when due.
- 2) If "underlying insurance" written on a "claims-made" basis, as described under 1.d.3)b) and 1.d.3)c) above, does not provide an Extended Reporting Period, "you" may purchase an Extended Reporting Period of Coverage E -- Excess Liability if:
- a) "you" elect to cancel or not renew this Commercial Excess/Umbrella Liability Coverage;
  - b) "we" cancel this Commercial Excess/Umbrella Liability Coverage for any reason other than "your" nonpayment of premium;
  - c) "we" elect not to renew this Commercial Excess/Umbrella Liability Coverage;
  - d) "we" renew or replace this Commercial Excess/Umbrella Liability Coverage with other excess coverage that:
    - (1) provides "claims-made" coverage; and
    - (2) has a Retroactive Date later than the one shown on the "declarations" of this Commercial Excess/Umbrella Liability policy; or
- e) "we" renew or replace this Commercial Excess/Umbrella Liability Coverage with other excess insurance that does not provide coverage on a "claims-made" basis.
- 3) The following additional provisions apply with respect to any Extended Reporting Periods provided under Coverage E -- Excess Liability:
- a) The Extended Reporting Period applies to claims for injury that take place on or after the Retroactive Date, if any, shown on the "declarations" of this policy and before the end of this policy period.
  - b) The Extended Reporting Period of this policy does not change the policy period of this policy or alter the scope of coverage.
  - c) Extended Reporting Periods may not be canceled once in effect.
  - d) Except with respect to an Extended Reporting Period provided by endorsement for an additional premium charge, Extended Reporting Periods will not reinstate or increase the "limits" of insurance applicable to any claim to which this Commercial Excess/Umbrella Liability Coverage applies.
- 4) The Extended Reporting Period described under 1.e.2) above is available by endorsement, for an additional charge. The charge for the Extended Reporting Period will not exceed 200% of the annual premium charge for the "claims-made" coverage provided by this Commercial Excess/Umbrella Liability Coverage. In order to purchase the Extended Reporting Period, "you" must send "us" a written request for this coverage option not later than 30 days after the end of the policy period, or not later than 30 days after the effective date of cancellation, whichever comes first.

- The Extended Reporting Period will not go into effect unless the additional premium is paid by the due date. Once the additional premium due for the Extended Reporting Period has been paid, the premium will be considered to be fully earned.
- 5) The Extended Reporting Period described under 1.e.2) above starts at the end of the policy period and lasts for three years, unless a different number of years is indicated on the Extended Reporting Period Endorsement Schedule. It applies only to claims subject to the following requirements:
- a) the act, error, omission, injury, event, incident, or offense took place in the "coverage territory";
  - b) the act, error, omission, injury, event, incident, or offense began on or after any Retroactive Date shown in the "declarations" and before the end of the policy period that applies to this coverage; and
  - c) a claim is first made against an "insured" during the Extended Reporting Period.
- 6) The Extended Reporting Period described under 1.e.2) above is subject to a separate aggregate "limit" of insurance, equal in amount to the General Aggregate Limit dollar amount shown in the "declarations". The Extended Reporting Period Aggregate Limit applies to the entire term of the Extended Reporting Period, regardless of the number of years the Extended Reporting Period is in effect.
- f. "Damages" due to "bodily injury" include "damages" claimed by any person or organization for care, loss of services, or death that may result at any time from such "bodily injury".
- g. If a contract or agreement requires that coverage be provided to an "insured" who is an additional insured covered by "underlying insurance", the most "we" will pay on behalf of the additional insured is the "limit" required by the contract or agreement, less any amounts payable by any "underlying insurance".
- h. When injury or damage arising out of an exposure covered by "underlying insurance" is subject to a separate "limit" under the terms of that coverage, this Commercial Excess/Umbrella Liability Coverage will apply to injury or damage arising out of that exposure only if the separate "limit" is shown in the Schedule of Underlying Insurance.
- i. The terms, definitions, conditions, and exclusions of the policies of "underlying insurance" govern the coverage provided under Coverage E -- Excess Liability, except for provisions pertaining to premium, right of recovery, cancellation or nonrenewal, insurance under more than one policy, defense, "limits", any agreement to renew, and the "terms" of this coverage.
2. Exclusions
- "We" do not pay for:
- a. injury or damage that is not covered by "underlying insurance" for any reason other than exhaustion of its "limit".
  - b. a claim based on violation of the responsibilities, obligations, or duties imposed on fiduciaries by the Employee Retirement Income Security Act of 1974 as amended and any similar federal, state, or local laws, statutes, or regulations.
  - c. "bodily injury" if benefits are provided or are required to be provided by the "insured" under a workers' compensation, disability benefits, occupational disease, unemployment compensation, or like law.

- d. "bodily injury" sustained by an "employee" of the "insured" arising out of and in the course of employment as a master or member of the crew of any vessel.
- e. liability imposed by automobile no-fault laws or any similar laws; uninsured motorist or underinsured motorist laws; first party physical damage coverage; personal injury protection; or automobile medical payments coverage.
- f. "bodily injury" or "property damage" arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, or emission of "pollutants".

However, this exclusion does not apply to "bodily injury" or "property damage" that is covered by "underlying insurance" or that would have been covered but for the exhaustion of the "limits" of the "underlying insurance". The coverage provided by this policy will be subject to the provisions, exclusions, and limitations of the "underlying insurance".

- g. "personal and advertising injury" arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, or emission of "pollutants" at any time.
- h. any loss, cost, or expense arising out of any:
  - 1) request, demand, order, statute, or regulation requiring that any "insured" or others test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants"; or
  - 2) claim or "suit" by or on behalf of any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "pollutants".

However, this exclusion does not apply to any loss, cost, or expense that is covered by "underlying insurance" or that would have been covered but for the exhaustion of the "limits" of the "underlying insurance". The coverage provided by this policy will be subject to the provisions, exclusions, and limitations of the "underlying insurance".

- i. "bodily injury" or "property damage" arising out of the use of "autos", "mobile equipment", watercraft, aircraft, or "recreational vehicles" in, or in the practice for, or the preparation for, prearranged professional or organized racing, speed, pulling or pushing, demolition, or stunt activities or contests.
- j. "bodily injury", "property damage", "personal and advertising injury", or any other injury that is covered by "underlying insurance", including on a "claims-made" basis, arising directly or indirectly out of violations of or alleged violations of:
  - 1) the Telephone Consumer Protection Act (TCPA), including any amendments thereto, and any similar federal, state, or local laws, ordinances, statutes, or regulations;
  - 2) the CAN-SPAM Act of 2003, including any amendments thereto, and any similar federal, state, or local laws, ordinances, statutes, or regulations;
  - 3) the Fair Credit Reporting Act (FCRA), including any amendments thereto, such as the Fair and Accurate Credit Transaction Act (FACTA), and any similar federal, state, or local laws, ordinances, statutes, or regulations; or
  - 4) any other federal, state, or local law, regulation, statute, or ordinance that restricts, prohibits, or otherwise pertains to the collecting, communicating, recording, printing, transmitting, sending, disposal, or distribution of material or information.

- k. "bodily injury" or "personal and advertising injury":
- 1) to a person arising out of any:
    - a) refusal to employ that person;
    - b) termination of employment of that person; or
    - c) coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, malicious prosecution, discrimination, sexual misconduct, or other employment-related practices, policies, acts, or omissions directed towards that person; or
  - 2) to a spouse, child, parent, brother, or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person as a result of employment-related practices described in 1)a), 1)b), or 1)c) above.

This exclusion applies whether the injury as a result of 1)a), 1)b), or 1)c) above occurs before, during, or after employment of that person.

This exclusion applies where the "insured" is liable either as an employer or in any other capacity or there is an obligation to fully or partially reimburse a third party for "damages" arising out of 1)a), 1)b), 1)c), or 2) above.

- l. "bodily injury", "property damage", or "personal and advertising injury" caused directly or indirectly by the following:
- 1) war, including undeclared or civil war;
  - 2) warlike action by a military force, including action that is hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
  - 3) insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

- m. any loss, cost, expense, or "damages" arising out of damage to, corruption of, loss of use or function of, or inability to access, change, or manipulate "data records".

However, this exclusion does not apply if such loss, cost, expense, or "damages" is covered by "underlying insurance" or would have been covered but for the exhaustion of the "limits" of the "underlying insurance". The coverage provided by this policy will be subject to the provisions, exclusions, and limitations of the "underlying insurance".

- n. any of the following:
- 1) "bodily injury" arising out of the actual, alleged, or threatened ingestion, inhalation, or absorption of lead;
  - 2) "property damage" arising out of the actual, alleged, or threatened contact with, existence of, exposure to, or presence of lead;
  - 3) "personal and advertising injury" arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of lead;
  - 4) any other injury that is covered by "underlying insurance", including on a "claims-made" basis, arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of lead;
  - 5) any loss, cost, or expense arising out of any request, demand, order, statute, or regulation that any "insured" or others test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of lead; or

- 6) any loss, cost, or expense arising out of any claim or "suit" by or on behalf of any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of lead.
- o. any of the following:
  - 1) "bodily injury" arising out of the actual, alleged, or threatened ingestion, inhalation, or absorption of "silica";
  - 2) "property damage" arising out of the actual, alleged, or threatened contact with, existence of, exposure to, or presence of "silica";
  - 3) "personal and advertising injury" arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of "silica";
  - 4) any other injury that is covered by "underlying insurance", including on a "claims-made" basis, arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of "silica";
  - 5) any loss, cost, or expense arising out of any request, demand, order, statute, or regulation that any "insured" or others test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "silica"; or
  - 6) any loss, cost, or expense arising out of any claim or "suit" by or on behalf of any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "silica".
- p. any of the following:
  - 1) "bodily injury" arising out of the actual, alleged, or threatened ingestion, inhalation, or absorption of asbestos, asbestos products, asbestos fibers, or asbestos dust;
  - 2) "property damage" arising out of the actual, alleged, or threatened contact with, existence of, exposure to, or presence of asbestos, asbestos products, asbestos fibers, or asbestos dust;
  - 3) "personal and advertising injury" arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of asbestos, asbestos products, asbestos fibers, or asbestos dust;
  - 4) any other injury that is covered by "underlying insurance", including on a "claims-made" basis, arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of asbestos, asbestos products, asbestos fibers, or asbestos dust;
  - 5) any loss, cost, or expense arising out of any request, demand, order, statute, or regulation that any "insured" or others test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of asbestos, asbestos products, asbestos fibers, or asbestos dust; or
  - 6) any loss, cost, or expense arising out of any claim or "suit" by or on behalf of any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of asbestos, asbestos products, asbestos fibers, or asbestos dust.
- q. medical payments coverage or medical expenses that are provided regardless of fault, whether or not covered by "underlying insurance".

## COVERAGE U -- UMBRELLA LIABILITY

### 1. Insuring Agreement

- a. "We" will pay on behalf of the "insured" those sums in excess of:
- 1) the "self-insured retention"; or
  - 2) other insurance, excluding insurance specifically purchased by the "insured" to apply in excess of the insurance afforded by this policy, which is available to the "insured" and provides coverage with respect to injury or damage to which this policy applies;

whichever is applicable, for which an "insured" becomes legally obligated to pay as "damages" because of "bodily injury", "property damage", or "personal and advertising injury" to which this insurance applies.

"We" have the right and duty to defend the "insured" against a "suit" seeking "damages" for such "bodily injury", "property damage", or "personal and advertising injury" which may be covered under Coverage U -- Umbrella Liability.

If "we" have no duty to defend, "we" have the right to defend or the right to participate with the "insured" in the defense, investigation, and settlement of "suits" against the "insured" seeking "damages" to which this insurance may apply.

However, "we" have no duty to defend the "insured" against a "suit" seeking "damages" to which this policy does not apply.

At "our" option, "we" may investigate any "occurrence" or offense to which this insurance applies and settle the resulting claims or "suits" which "we" have the duty to defend.

- b. The amount "we" will pay for "damages" is limited as described under How Much We Pay.
- c. "We" do not have to provide a defense after "we" have paid an amount equal to the applicable "limit" as the result of:
- 1) judgments; or
  - 2) written settlements agreed to by "us".

"We" have no other liability or obligation to pay sums or to provide assistance or support unless specifically provided for under Supplemental Payments.

- d. This insurance applies only to "bodily injury" or "property damage" that:
- 1) is caused by an "occurrence" that takes place in the "coverage territory";
  - 2) occurs during the policy period of this policy; and
  - 3) is not a continuation of, resumption of, or change in "bodily injury" or "property damage" that was known by a "designated insured" prior to the inception date of the policy period.

If a "designated insured" knew, as stated under the Knowledge Of Bodily Injury Or Property Damage Condition, prior to the inception date of this policy period, that "bodily injury" or "property damage" had occurred, any continuation of, resumption of, or change in such "bodily injury" or "property damage" will be deemed to have been known by the "designated insured" prior to the inception date of this policy period.

- "Bodily injury" or "property damage" that occurs during this policy period and which is not a continuation of, resumption of, or change in "bodily injury" or "property damage" which was known by a "designated insured", as stated under the Knowledge Of Bodily Injury Or Property Damage Condition, to have occurred prior to the inception date of this policy period, will include any continuation of, resumption of, or change in such "bodily injury" or "property damage" after the end of this policy period.
- e. This insurance also applies to "personal and advertising injury" arising out of an offense committed in the course of "your" business, if the offense is committed:
- 1) within the "coverage territory"; and
  - 2) during the policy period of this policy.
- f. "Damages" due to "bodily injury" include "damages" claimed by any person or organization for care, loss of services, or death that may result at any time from such "bodily injury".
- g. Coverage U does not apply to claims which are covered under Coverage E or would have been covered except for exhaustion of "underlying insurance" "limits".

## 2. Exclusions

"We" do not pay for:

- a. "bodily injury" or "property damage":
- 1) that is expected by, directed by, or intended by the "insured"; or
  - 2) which is the result of intentional and malicious acts of the "insured".

However, this exclusion does not apply to "bodily injury" that arises out of the use of reasonable force to protect people or property.

- b. "bodily injury" or "property damage" liability which is assumed by the "insured" under a contract or an agreement.

However, this exclusion does not apply to:

- 1) liability for "damages" that the "insured" would have had in the absence of the contract or agreement; or
- 2) liability for "damages" due to "bodily injury" or "property damage" assumed in a "covered contract", but only if such "bodily injury" or "property damage" occurs after the contract or agreement has been executed.

Only with respect to liability assumed in a "covered contract", "damages" due to "bodily injury" or "property damage" include reasonable attorney fees and necessary litigation costs incurred by or for an "indemnitee", if:

- a) liability to that "indemnitee" for, or for the cost of, that "indemnitee's" defense has also been assumed under the same "covered contract"; and
- b) such attorney fees and litigation costs are for the defense of that "indemnitee" against a civil or administrative proceeding, alternative dispute resolution, or arbitration proceeding alleging "damages" to which this insurance applies.

However, "damages" due to "bodily injury" or "property damage" do not include reasonable attorney fees and necessary litigation costs incurred by or for an "indemnitee" when all the requirements set forth under item 4.b. of Supplemental Payments are met.

- c. a claim based on violation of the responsibilities, obligations, or duties imposed on fiduciaries by the Employee Retirement Income Security Act of 1974 as amended and any similar federal, state, or local laws, statutes, or regulations.
  - d. "bodily injury" if benefits are provided or are required to be provided by the "insured" under a workers' compensation, disability benefits, occupational disease, unemployment compensation, or like law.
  - e. "bodily injury" sustained by an "employee" of the "insured" arising out of and in the course of employment as a master or member of the crew of any vessel.
  - f. liability imposed by automobile no-fault laws or any similar laws; uninsured motorist or underinsured motorist laws; first party physical damage coverage; personal injury protection; or automobile medical payments coverage.
  - g. "bodily injury", "property damage", or "personal and advertising injury" arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, or emission of "pollutants" at any time.
  - h. any loss, cost, or expense arising out of any:
    - 1) request, demand, order, statute, or regulation that any "insured" or others test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants"; or
    - 2) claim or "suit" by or on behalf of any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "pollutants".
  - i. "bodily injury", "property damage", or "personal and advertising injury" caused directly or indirectly by the following:
    - 1) war, including undeclared or civil war;
    - 2) warlike action by a military force, including action that is hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents;
    - 3) insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
  - j. "bodily injury" or "property damage" arising out of the ownership, maintenance, use, occupancy, renting, operation, loaning, entrusting, supervision, or "loading or unloading" of "autos", aircraft, watercraft, "mobile equipment", or "recreational vehicles".
  - k. "bodily injury" or "property damage" for which any "insured" may be held liable by reason of:
    - 1) causing or contributing to the intoxication of a person;
    - 2) the furnishing of alcoholic beverages to a person under the influence of alcohol or under the legal drinking age; or
    - 3) a law or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.
- This exclusion applies only if "you" are in the business of manufacturing, distributing, furnishing, selling, or serving alcoholic beverages.
- l. "bodily injury":
    - 1) to an "employee" of the "insured" if it arises out of and occurs in the course of employment by the "insured" or while performing duties related to the conduct of the "insured's" business; or

- 2) to a spouse, child, parent, brother, or sister as a consequence of "bodily injury" to such injured "employee".

This exclusion applies where the "insured" is liable either as an employer or in any other capacity or there is an obligation to fully or partially reimburse a third party for "damages" arising out of 1.1) or 1.2) above.

However, this exclusion does not apply to liability assumed by the "insured" under a "covered contract".

- m. "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or failure to render a professional service.

- n. "bodily injury" or "personal and advertising injury":

- 1) to a person arising out of any:

- a) refusal to employ that person;
- b) termination of employment of that person; or
- c) coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, malicious prosecution, discrimination, sexual misconduct, or other employment-related practices, policies, acts, or omissions directed towards that person; or

- 2) to a spouse, child, parent, brother, or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person as a result of employment-related practices described in 1)a), 1)b), or 1)c) above.

This exclusion applies whether the injury as a result of 1)a), 1)b), or 1)c) above occurs before, during, or after employment of that person.

This exclusion applies where the "insured" is liable either as an employer or in any other capacity or there is an obligation to fully or partially reimburse a third party for "damages" arising out of 1)a), 1)b), 1)c), or 2) above.

- o. "property damage" to property owned by, occupied by, or rented by "you", including any cost or expense incurred by "you" or another person or organization, to repair, retrofit, replace, or maintain such property for any reason, including for the purpose of avoiding injury to a person or damage to another's property.
- p. "property damage" to "products" if the damage arises out of the "products" or their parts.

- q. "property damage" to that specific part of real property on which work is being performed by:

- 1) "you"; or
- 2) a contractor or subcontractor working directly or indirectly on "your" behalf;

if the "property damage" arises out of such work.

However, this exclusion does not apply with respect to liability assumed under a sidetrack agreement.

- r. "property damage" to that specific part of any property that must be restored, repaired, or replaced because "your work" that was performed on the property was faulty.

However, this exclusion does not apply to:

- 1) "property damage" included within the "products/completed work hazard"; or
- 2) liability assumed under a sidetrack agreement.

- s. "property damage" to personal property in the care, custody, or control of an "insured".

However, this exclusion does not apply with respect to liability assumed under a sidetrack agreement or a written trailer interchange agreement.

- t. "property damage" to property that has not been physically injured or destroyed, or to "impaired property", arising out of:

- 1) a delay or failure to perform a contract or agreement as specified in its terms by "you" or one acting on "your" behalf; or
- 2) a defect, deficiency, inadequacy, or unsafe condition in "your work" or "products".

However, this exclusion does not apply to the loss of use of other property resulting from sudden and accidental physical injury or destruction of "your work" or "products" after having been put to its intended use.

- u. "property damage" to property loaned to "you".

However, this exclusion does not apply with respect to liability assumed under a sidetrack agreement or a written trailer interchange agreement.

- v. "property damage" to premises "you" abandon, sell, or give away, if such "property damage" originates from any part of the premises.

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

- w. any loss, cost, or expense incurred by "you" or any other person or organization arising out of the loss of use, disposal, withdrawal, recall, inspection, repair, replacement, adjustment, or removal of "your work", "products", or "impaired property". This applies if "your work", "products", or "impaired property" is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, or unsafe condition in such work, "products", or "impaired property".

- x. any loss, cost, expense, or "damages" arising out of damage to, corruption of, loss of use or function of, or inability to access, change, or manipulate "data records".

- y. "property damage" to "your work" if the "property damage" arises out of "your work" or any part of it and is included in the "products/completed work hazard".

However, this exclusion does not apply if damage to the work or the part of the work out of which the damage arises was performed by a subcontractor on "your" behalf.

- z. "bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of violations of or alleged violations of:

- 1) the Telephone Consumer Protection Act (TCPA), including any amendments thereto, and any similar federal, state, or local laws, ordinances, statutes, or regulations;
- 2) the CAN-SPAM Act of 2003, including any amendments thereto, and any similar federal, state, or local laws, ordinances, statutes, or regulations;
- 3) the Fair Credit Reporting Act (FCRA), including any amendments thereto, such as the Fair and Accurate Credit Transaction Act (FACTA), and any similar federal, state, or local laws, ordinances, statutes, or regulations; or

- 4) any other federal, state, or local law, regulation, statute, or ordinance that restricts, prohibits, or otherwise pertains to the collecting, communicating, recording, printing, transmitting, sending, disposal, or distribution of material or information.
- aa. "personal and advertising injury" arising out of an act committed by or directed by the "insured" who knew that "personal and advertising injury" would occur as a result of the act.
- bb. "personal and advertising injury" arising out of a criminal act committed by or directed by the "insured".
- cc. "personal and advertising injury" arising out of:
- 1) oral or written publication of material done by or at the direction of the "insured" who knew it was false; or
  - 2) oral or written publication of material that took place prior to the beginning of the policy period.
- dd. "personal and advertising injury" arising out of breach of contract, other than using the advertising ideas of another in "your" "advertisement" under an implied contract.
- ee. "personal and advertising injury" arising out of the failure of goods, "products", or services to conform with quality or performance as stated in "your" "advertisement".
- ff. "personal and advertising injury" arising out of an offense committed by an "insured" whose business is:
- 1) advertising, broadcasting, publishing, or telecasting;
  - 2) designing, developing, or coordinating the content of websites for others; or
  - 3) providing Internet access, search, service, or content capabilities.
- However, this exclusion does not apply to false arrest, detention, or imprisonment; malicious prosecution; and wrongful entry into, wrongful eviction from, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies and which is committed by or on behalf of the owner, landlord, or lessor of the room, dwelling, or premises.
- The placement of advertising, including frames, borders, or links, on the Internet is not in and of itself considered being in the business of advertising, broadcasting, publishing, or telecasting.
- gg. "personal and advertising injury" arising out of wrong descriptions of the price of an "insured's" goods, "products", or services as stated in "your" "advertisement".
- hh. "personal and advertising injury" liability which is assumed by the "insured" under a contract or an agreement.
- However, this exclusion does not apply to liability that an "insured" would have had in the absence of the contract or agreement.
- ii. "personal and advertising injury" arising out of any violation of intellectual property rights, including infringement of trademark, trade-secret, or patent rights or copyright. With respect to this exclusion, intellectual property rights do not include using the advertising ideas of others in "your" "advertisement".
- However, this exclusion does not apply to a violation or infringement of copyright, slogan, or trade-dress rights that occur in "your" "advertisement".
- jj. "personal and advertising injury" arising out of electronic chat rooms, gripe sites, social networking sites, blogs, bulletin boards, or other forums which the "insured" hosts, owns, or has the control or authority to manage or update.

- kk. "personal and advertising injury" arising out of using, without permission, the name or product of others on "your" website or in "your" e-mail address, domain name, or metatags for the purpose of misleading the potential customers of another.
- ll. any of the following:
- 1) "bodily injury" arising out of the actual, alleged, or threatened ingestion, inhalation, or absorption of lead;
  - 2) "property damage" arising out of the actual, alleged, or threatened contact with, existence of, exposure to, or presence of lead;
  - 3) "personal and advertising injury" arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of lead;
  - 4) any loss, cost, or expense arising out of any request, demand, order, statute, or regulation that any "insured" test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of lead; or
  - 5) any loss, cost, or expense arising out of any claim or "suit" by or on behalf of any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of lead.
- mm. any of the following:
- 1) "bodily injury" arising out of the actual, alleged, or threatened ingestion, inhalation, or absorption of "silica";
  - 2) "property damage" arising out of the actual, alleged, or threatened contact with, existence of, exposure to, or presence of "silica";
- 3) "personal and advertising injury" arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of "silica";
  - 4) any loss, cost, or expense arising out of any request, demand, order, statute, or regulation that any "insured" test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "silica" ; or
  - 5) any loss, cost, or expense arising out of any claim or "suit" by or on behalf of any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "silica".
- nn. any of the following:
- 1) "bodily injury" arising out of the actual, alleged, or threatened ingestion, inhalation, or absorption of asbestos, asbestos products, asbestos fibers, or asbestos dust;
  - 2) "property damage" arising out of the actual, alleged, or threatened contact with, existence of, exposure to, or presence of asbestos, asbestos products, asbestos fibers, or asbestos dust;
  - 3) "personal and advertising injury" arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of asbestos, asbestos products, asbestos fibers, or asbestos dust;
  - 4) any loss, cost, or expense arising out of any request, demand, order, statute, or regulation that any "insured" or others test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of asbestos, asbestos products, asbestos fibers, or asbestos dust; or

5) any loss, cost, or expense arising out of any claim or "suit" by or on behalf of any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of asbestos, asbestos products, asbestos fibers, or asbestos dust.

f. the cost of appeal bonds or bonds for the release of attachments up to "our" "limit".

However, "we" are not required to apply for or furnish bonds; and

g. the cost, up to \$2,000, for bail bonds, whether or not due to an accident or traffic law violation, required of an "insured" because of an "occurrence" to which this policy applies.

However, "we" are not required to apply for or furnish bonds.

---

## SUPPLEMENTAL PAYMENTS

---

1. "We" will pay the following for any claim "we" investigate or settle, or any "suit" "we" defend, if "we" have a duty to defend:
  - a. the court costs taxed against the "insured" in the "suit". These costs do not include attorneys' fees or attorneys' expenses;
  - b. the expenses incurred by "us";
  - c. the necessary and reasonable expenses incurred by the "insured" at "our" request to assist "us" in the defense or investigation of the claim or "suit", including up to \$250 a day for actual loss of earnings for time spent away from work;
  - d. pre-judgment interest awarded against the "insured" on that part of the judgment "we" pay. If "we" offer to pay the "limit", "we" will not pay any pre-judgment interest based on that period of time after the offer;
  - e. the interest which accrues on the entire amount of a judgment beginning with entry of a judgment and ending when "we" tender, deposit in court, or pay the portion of the judgment that is up to, but does not exceed, "our" "limit";

2. With respect to Coverage E, if the "limits" of any "underlying insurance" are reduced by payment of defense costs, related supplemental payments under this policy will also reduce the applicable "limits" under this policy.

Otherwise, supplemental payments are in addition to the "limits" for Commercial Excess/Umbrella Liability Coverage.

3. When "we" have the right but not the duty to defend the "insured" and choose to participate in the defense, "we" will pay "our" own expenses but will not contribute to the expenses of the "insured" or the "underlying insurer".
4. If "we" defend an "insured" against a "suit" and an "indemnitee" of the "insured" is also named as a party to the "suit":
  - a. "we" will:
    - 1) defend that "indemnitee";
    - 2) pay attorneys' fees incurred by "us" in the defense of that "indemnitee";
    - 3) pay necessary litigation expenses incurred by "us"; and
    - 4) pay necessary litigation expenses incurred by the "indemnitee" at "our" request.

- b. all of the following conditions must be met:
- 1) the "suit" seeks "damages" against the "indemnitee" for which the "insured" has assumed the liability of the "indemnitee" in a "covered contract";
  - 2) this insurance applies to such liability assumed by the "insured";
  - 3) the obligation to defend, or the cost of the defense of, that "indemnitee", has also been assumed by the "insured" in the same "covered contract";
  - 4) no conflict appears to exist between the interests of the "insured" and the interests of the "indemnitee" in the allegations in the "suit" and in the information "we" know about the "occurrence";
  - 5) the "indemnitee" and the "insured" ask "us" to conduct and control the defense of that "indemnitee" against such "suit" and agree that "we" can assign the same counsel to defend the "insured" and the "indemnitee"; and
  - 6) the "indemnitee" agrees to:
    - a) cooperate with "us" in the investigation, settlement, or defense of the "suit";
    - b) immediately send "us" copies of any demands, notices, summonses, or legal papers received in connection with the "suit";
    - c) notify any other insurer whose coverage is available to the "indemnitee";
    - d) cooperate with "us" with respect to coordinating other applicable insurance available to the "indemnitee";
    - e) provide "us" with written authorization to obtain records regarding the "suit";
    - f) provide "us" other information related to the "suit"; and
    - g) provide "us" with written authorization to conduct and control the defense of the "indemnitee" in such "suit".

If the above conditions are met, such payments will not be deemed to be "damages" for "bodily injury" or "property damage" and will not reduce the "limits", regardless of the provisions of exclusion 2.b.2) of Coverage U.

"Our" obligation to provide a defense for an "insured's" "indemnitee" and to pay for the "indemnitee's" defense and litigation costs as Supplemental Payments ceases when "we" have paid an amount equal to the applicable "limit" as the result of a judgment or settlement or when a requirement set forth under 4.b.1), 2), 3), 4), 5), and 6) above is no longer met.

---

## WHAT MUST BE DONE IN CASE OF LOSS

---

1. **Cooperation --**
  - a. With respect to Coverage E, "you" must cooperate with the "underlying insurers" as required by the terms of their policies and comply with all terms and conditions of those policies.
  - b. All "insureds" involved must cooperate with "us" in investigating or settling a claim or defending a "suit".
2. **Notice --** In the case of an "occurrence" or offense, or if an "insured" becomes aware of anything that indicates that there might be a claim under the Commercial Excess/Umbrella Liability Coverages, "you" must see to it that "we" receive notice as soon as practicable. To the extent possible, the notice to "us" should include:
  - a. the name of the "insured", the policy number, and the time, place, and details of the "occurrence" or offense; and
  - b. the names and addresses of all known potential claimants and witnesses.

3. **Voluntary Payments** -- Any payment or expense made or assumed by any "insured" without "our" written consent will be paid or assumed by the "insured".
4. **Other Duties** -- If a claim is made or a "suit" is brought against any "insured", "you" and any other "insured" involved in the claim or "suit" must promptly give "us" copies of all legal papers, demands, and notices that relate to such claim or "suit".

At "our" request, "you" and any other "insured" must cooperate and assist "us" in:

- a. the enforcement of any right of recovery or indemnification against all parties who may be liable to an "insured" for the injury or damage;
- b. the securing of and giving of evidence; and
- c. obtaining the attendance of all witnesses.

---

## HOW MUCH WE PAY

---

### COVERAGE E -- EXCESS LIABILITY AND COVERAGE U -- UMBRELLA LIABILITY

1. The "limits", shown on the "declarations" and subject to the following conditions, are the most "we" pay regardless of the number of:
  - a. "insureds" under this policy;
  - b. persons or organizations who sustain injury or damage;
  - c. claims made or "suits" brought;
  - d. vehicles or watercraft involved in an accident, to the extent covered by this policy; or
  - e. coverages provided under this policy.

2. The General Aggregate Limit is the most "we" will pay for the sum of all:
  - a. "damages" under Coverage E and Coverage U; and/or
  - b. defense costs paid under Coverage E when the "limits" of the applicable "underlying insurance" are reduced by payment of defense costs.

However, the General Aggregate Limit does not apply to "damages":

- a. due to "bodily injury" and "property damage" included in the "products/completed work hazard"; or
- b. due to "bodily injury" and "property damage" included in "underlying insurance" which are not subject to an aggregate "limit" in such "underlying insurance".

3. The Products/Completed Work Hazard Aggregate Limit is the most "we" will pay for "damages" due to "bodily injury" and "property damage" included in the "products/completed work hazard".
4. The Each Occurrence Limit, subject to the General Aggregate Limit and the Products/Completed Work Hazard Aggregate Limit, is the most "we" will pay for the sum of all:
  - a. "damages" under Coverage E and Coverage U; and/or
  - b. defense costs paid under Coverage E when the "limits" of the applicable "underlying insurance" are reduced by payment of defense costs;due to:
  - a. all "bodily injury" and "property damage" arising out of a single "occurrence";
  - b. all "personal and advertising injury" sustained by any one person or organization; and

- c. under Coverage E, any other injury or damage arising out of a negligent act, error, omission, injury, event, incident, or offense.
5. With respect to Coverage E, if the "limits" of any "underlying insurance" are exhausted by payment of claims, "damages", and/or defense costs, this policy will continue to provide coverage as "underlying insurance".
6. With respect to Coverage E, if the "limits" of any "underlying insurance" are reduced by payment of claims, "damages", and/or defense costs, this policy will apply as excess of the reduced "underlying insurance".
7. With respect to Coverage E, if "underlying insurance" is not concurrent with the policy period of this Commercial Excess/Umbrella Liability Coverage, only claims for "occurrences" due to "bodily injury" or "property damage", offenses due to "personal and advertising injury", and other negligent acts, errors, omissions, injuries, events, and incidents that are covered by "underlying insurance" and that take place during the policy period of this policy will be considered in determining the extent to which any aggregate "limit" in the "underlying insurance" has been reduced or exhausted.

However, for any "underlying insurance" written on a "claims-made" basis, the available "limits" of "underlying insurance" will only be reduced or exhausted by payment of:

- a. claims that are made during the policy period, or any Extended Reporting Period, of this Commercial Excess/Umbrella Liability Coverage; or
- b. related defense costs, but only if the "limits of "underlying insurance" are reduced by payment of defense costs.

8. The General Aggregate Limit and the Products/Completed Work Hazard Aggregate Limit apply separately to each consecutive 12 month period beginning with the inception date shown on the "declarations" for this Commercial Excess/Umbrella Liability Coverage. They also apply separately to any remaining policy period of less than 12 months, unless the Commercial Excess/Umbrella Liability Coverage was extended after it was written. In that case, the additional period will be considered part of the last preceding period for the purpose of determining "limits".
- 

## CONDITIONS

---

1. **Appeals** -- If an "underlying insurer" or the "insured" elects not to appeal a judgment in excess of the "limit" of any "underlying insurance" with respect to Coverage E, or in excess of the "self-insured retention" with respect to Coverage U, "we" may elect to make such appeal. If "we" so elect, "we" will be liable for all expenses "we" incur that pertain to such appeal.
2. **Assignment** -- This policy may not be assigned without "our" written consent.
3. **Bankruptcy Of An Insured** -- Bankruptcy or insolvency of an "insured" does not relieve "us" of "our" obligations under this policy.
4. **Bankruptcy Of Underlying Insurer** -- With respect to Coverage E, in the event of bankruptcy or insolvency of any "underlying insurer", any insurance provided by this policy will not replace such "underlying insurance", but will apply as if the "limits" of "underlying insurance" were valid and collectible.
5. **Cancellation And Nonrenewal** -- See the state-specific amendatory endorsement.
6. **Change, Modification, Or Waiver Of Policy Terms** -- A waiver or change of the "terms" of this policy must be issued by "us" in writing to be valid.

7. **Conformity With Statute** -- If the "terms" of this policy conflict with the statutes of the state where this policy is issued, the "terms" are amended to conform to such statutes.
8. **Examination Of Books And Records** -- "We" may examine and audit "your" books and records that relate to this policy during the policy period and within three years after the policy has expired.
9. **Inspections** -- "We" have the right, but are not obligated, to inspect "your" property and operations at any time. This inspection may be made by "us" or may be made on "our" behalf. An inspection or its resulting advice or report does not warrant that "your" property or operations are safe, healthful, or in compliance with laws, rules, or regulations. Inspection or reports are for "our" benefit only.
10. **Knowledge Of Bodily Injury Or Property Damage** -- With respect to Coverage U, knowledge of "bodily injury" or "property damage" will be deemed to have occurred at the earliest of the following times:
- when a claim or demand for "damages" alleging "bodily injury" or "property damage" is received by any "designated insured";
  - when any "designated insured" reports the "bodily injury" or "property damage" to "us" or any other insurer; or
  - when any "designated insured" becomes aware of anything that indicates that "bodily injury" or "property damage" may have occurred or is occurring.
11. **Legal Action Against Us** -- No lawsuit can be brought against "us" unless:
- all "terms" of this policy have been complied with; and
  - the amount of an "insured's" liability has been determined by:
    - 1) a final judgment against an "insured" as a result of a trial; or

- 2) a written agreement by the "insured", the claimant, or the claimant's legal representative, and "us".

However, "we" will not pay for injury or damage that is not covered by this policy or that exceeds the applicable "limit".

No person has a right under this policy to join "us" or implead "us" in actions that are brought to determine an "insured's" liability.

12. **Maintenance Of Underlying Insurance** -- With respect to Coverage E, "you" must maintain the "underlying insurance" in full force and effect during the term of this policy.

If "you" fail to maintain "underlying insurance", the insurance provided by this policy will not replace such "underlying insurance" but will apply as if that "underlying insurance" were valid and collectible.

If any "underlying insurance" is canceled or not renewed and not replaced or there is an increase in the scope of coverage in any "underlying insurance", "you" must notify "us" at once. "We" will not be liable under this policy for more than "we" would have been liable if that "underlying insurance" had not been terminated or had been kept at its original "limits" or coverages.

Reduction or exhaustion of any aggregate "limit" in any "underlying insurance" by payments for judgments, settlements, or expenses for "occurrences" or offenses to which this policy applies will not be a failure to maintain "underlying insurance" in full force and effect.

No statement contained in this condition limits "our" right to cancel or not renew this policy.

13. **Misrepresentation, Concealment, Or Fraud** -- This coverage is void as to "you" and any other "insured" if, before or after a loss:
- "you" have or any other "insured" has willfully concealed or misrepresented:

- 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
  - 2) "your" interest or any other "insured's" interest herein; or
- b. there has been fraud or false swearing by "you" or any other "insured" with regard to a matter that relates to this insurance or the subject thereof.
14. **Subrogation** -- If "we" pay under the Commercial Excess/Umbrella Liability Coverage, "we" may require from an "insured" an assignment of any right of recovery. "We" are not liable under the Commercial Excess/Umbrella Liability Coverage to the extent that any "insured" has impaired "our" right to recover. An "insured" may waive its right to recover, in writing, before an "occurrence" takes place.
15. **Transfer Of Defense** -- With respect to Coverage E, when the applicable "limit" of "underlying insurance" has been exhausted by the payment of claims, settlements, judgments, and/or defense costs:
- a. the duty to defend a "suit" is transferred to "us"; and
  - b. with respect to claims or "suits" that would otherwise have been covered by "underlying insurance", "we" will cooperate in the transfer and control to "us" of any outstanding claims or "suits" to which this insurance applies.
16. **Separate Insureds** -- Coverage provided under this policy applies separately to each "insured" against whom claim is made or "suit" is brought.

However, this does not affect the "limits" stated under How Much We Pay.

17. **Premium** -- The premium shown on the "declarations" was computed on the basis of "our" rules and rates. If the premium is shown on the "declarations" as a deposit premium, "we" will compute the final earned premium at the end of each audit period shown on the "declarations". If it is more than the deposit premium paid by "you", "we" will bill "you" for the difference. If the final earned premium is less than the deposit premium paid by "you", "we" will return the difference to "you". "You" must maintain records of the information that is necessary for computing the premium. Copies of the records must be sent to "us" at the end of the audit period or when requested by "us".

If the premium for coverage provided by this policy is based upon an audit of exposures and the final premium is determined after the expiration of the policy, any additional premium owed to "us" is due on the due date that appears on the billing notice.

18. **Insurance Under More Than One Policy** --

- a. Insurance under this policy is excess over any other insurance and will not contribute with any other insurance, whether the other insurance is primary, excess, contingent, or on any other basis.

However, this condition will not apply to insurance specifically written as excess over this policy.

- b. When this insurance is excess over any other insurance:

- 1) "we" will have no duty to defend under Coverage E or Coverage U any "suit" that any other insurer has a duty to defend. If no other insurer defends, "we" will do so.

However, "we" will be entitled to the "insured's" rights against all those other insurers; and

- 2) "we" will pay "our" share of the amount of loss, if any, that exceeds the sum of:
- a) the total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - b) the total of all deductibles and self-insured amounts required by such other insurance.
19. **Loss Payable** -- This insurance applies only when the "insured", the "underlying insurer", or any other insurance has become obligated to pay the "limits" of "underlying insurance", the "self-insured retention", or the "limits" of any other insurance which is available to the "insured" and provides coverage with respect to injury or damage to which this policy applies, whichever is applicable. The obligation of the "insured" to pay will have been previously determined by a final settlement or judgment after trial or written agreement between the "insured", claimant or the claimant's legal representative, and "us".
20. **Extended Coverage Territory** --
- a. "We" may be prevented by reason of law or by another reason from defending the "insured" against a "suit" that is brought within the "coverage territory", but in a location that is outside of the United States of America (including its territories and possessions), Puerto Rico, or Canada. If "we" would have defended that "suit" under the "terms" of this policy, had "we" not been prevented from doing so, "we" will reimburse the "insured" for the necessary and reasonable costs the "insured" incurs for the defense of the "suit". However, "we" will reimburse the "insured" for defense costs only to the extent that such costs would have been covered as Supplemental Payments provided by this policy. Payment made under these "terms" is in addition to the "limit" for the Commercial Excess/Umbrella Liability Coverage, except as provided under item 2., Supplemental Payments.
  - b. If "we" are prevented by reason of law or by another reason from paying, on behalf of an "insured", those sums for which the "insured" becomes legally obligated to pay as "damages" to which this insurance applies within the "coverage territory", but in a location that is outside of the United States of America (including its territories and possessions), Puerto Rico, or Canada, "we" will reimburse the "insured" for such sums.
  - c. All payments or reimbursements "we" make under Supplemental Payments for defense costs and for "damages" because of judgments or settlements will be made in U.S. currency.  
  
Payments or reimbursements under Supplemental Payments will reflect the prevailing exchange rate at the time the costs were incurred.  
  
Payments or reimbursements for "damages" will reflect the prevailing exchange rate at the time the "insured" became legally obligated to pay such "damages".
  - d. If "you" disagree with "us" with respect to the coverage provided by this policy, any dispute must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico, or Canada.
  - e. "You" must maintain the coverage required by law, statute, regulation, or other governmental authority. This insurance will not be invalid if "you" fail to maintain such coverage as required; however, this insurance will apply as if the required coverage was in full force and effect.  
  
Reduction or exhaustion of any aggregate "limit" by payments for judgments, settlements, or expenses for "occurrences" or offenses to which this policy applies will not be a failure to maintain such coverage required by law, regulation, or other governmental authority in full force and effect.

---

## NUCLEAR ENERGY LIABILITY EXCLUSION

---

### 1. Exclusion

- a. This insurance does not apply under any liability coverage, to "bodily injury" or "property damage":
- 1) with respect to which an "insured" under the policy is also an insured under a Nuclear Energy Liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its "limit" of liability; or
  - 2) resulting from the "hazardous properties" of "nuclear material" and with respect to which:
    - a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereto; 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. This insurance does not apply under any liability coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:
- 1) the "nuclear material":
    - a) is at any "nuclear facility" owned by, 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, stored, processed, transported, or disposed of by or on behalf of an "insured"; or
  - 3) the "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion b.3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. With respect to only the Nuclear Energy Liability Exclusion, the following definitions are added:
- a. "Hazardous properties" include radioactive, toxic, or explosive properties.
  - b. "Nuclear material" means "source material", "special nuclear material", or "by-product material".
  - c. "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.
  - d. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
  - e. "Waste" means any "waste" material:
    - 1) containing "by-product material" other than the tailings or "wastes" produced by the extraction of uranium or thorium from any ore processed primarily for its "source material" content; and

- 2) 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".
- f. "Nuclear facility" means:
- 1) any "nuclear reactor";
  - 2) any equipment or device designed or used for:
    - a) separating the isotopes of uranium or plutonium;
    - b) processing or utilizing "spent fuel"; or
    - c) handling, processing, or packaging "waste";
  - 3) 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; or
- 4) 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 sites, and all premises used for such operations.
- g. "Nuclear reactor" means any apparatus designed or used:
- 1) to sustain nuclear fission in a self-supporting chain reaction; or
  - 2) to contain a critical mass of fissionable material.
- h. "Property damage" includes all forms of radioactive contamination of property.

---

**CU 0001 09 10**

**EXCLUSION -- UMBRELLA LIABILITY  
COVERAGE U**

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

---

**COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES**

---

Coverage U -- Umbrella Liability is deleted in its entirety. All references to Coverage U in the policy are deleted.

This endorsement changes  
the policy  
**-- PLEASE READ THIS CAREFULLY --**

---

## **ENDORSEMENT - NO DROP-DOWN FOR REDUCED UNDERLYING LIMITS**

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

---

### **COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES**

---

The following provision is added to HOW MUCH WE PAY:

With respect to Coverage E, our obligation will not attach unless the full Each Occurrence Limit of the Scheduled Underlying Insurance, as shown in the Declarations or Schedule of Underlying Insurance, has been exhausted by the payment of claims, "damages", and/or defense costs.

We will not drop down to provide coverage in excess of any sublimit or limit applicable to specific hazards or coverages, in the Schedule of Underlying Insurance.

We will not drop down to provide coverage in excess of any reduced limit in the Schedule of Underlying Insurance, unless reduced or exhausted by the payment of claims, "damages," and/or defense costs.

## **EXCLUSION -- HUMAN TRAFFICKING COVERAGES E AND U**

The Commercial Excess/Umbrella Liability Coverage is amended as follows.  
All other "terms" of the policy apply, except as amended by this endorsement.

---

### **COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES**

---

The following exclusions are added under Coverage E and Coverage U, item 2.  
Exclusions:

#### **Human Trafficking**

"We" do not pay for "bodily injury", "property damage", "personal and advertising injury", or any other injury, loss, cost, or expense including "damages" arising out of, resulting from, or in any way related to actual, alleged, or threatened "human trafficking" of any person committed by anyone. This includes, but is not limited to, any act, error, or omission in connection with:

1. recruiting, harboring, transporting, providing, or obtaining a person;
2. the use of force, fraud, coercion, or abuse of power for the purpose of the exploitation of individuals;
3. knowingly benefiting from, assisting, or facilitating such conduct;
4. the failure to prevent, suppress, detect, investigate, recognize, report, warn against, or intervene in such conduct; or
5. negligence or other wrongdoing in employment activities, including but not limited to, recruitment, employment, onboarding, training or professional development, surveilling, or reporting to proper authorities, of a person for whom any "insured" is or ever was legally responsible and whose conduct would be excluded by paragraphs 1-4 above.

This exclusion applies regardless of:

1. the allegation(s), theory(ies) of liability, or cause(s) of action made in the complaint, claim or suit against any insured, which shall include, but not be limited to, any alleged negligence, intentional tort, vicarious liability, premises liability, violation of state or federal statute, regulation, administrative decision or court order, or combination thereof; and
2. whether the conduct is committed by any "insured", by others for whom any "insured" is legally responsible, or by any other person or entity;

"We" have no duty to investigate, defend, settle, or pay any claim or "suit" alleging, arising out of, or related to "human trafficking".

---

## **DEFINITIONS**

---

For purposes of this endorsement, the following definition is added:

"Human Trafficking" means the exploitation of individuals for labor or commercial sex acts, through the use of force, fraud or coercion, including overt, physical, or psychological coercion. "Human Trafficking" includes various forms of exploitation, including, but not limited to, recruiting, transporting, transferring, harboring or receiving individuals for the purpose of forced labor, involuntary servitude, or commercial sex acts, regardless of the victim's consent or age. Any conduct violating any federal, state, or local law human trafficking law is included in this definition but is not required for the exclusion to apply.

## **EXCLUSION - WATER SPORTS LIMITATION COVERAGE E**

The Commercial Excess/Umbrella Liability Coverage is amended as follows.  
All other "terms" of the policy apply, except as amended by this endorsement.

---

### **COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES**

---

The following exclusion is added under Coverage E, Item 2. Exclusions.

"We" do not pay for "bodily injury", "property damage" or "personal and advertising injury" arising out of the rental or use of any of the following:

1. Jet skis;
2. Parasailing equipment;
3. Watergliding equipment;
4. Any other water sports equipment rented or provided by the "Insured".

However, this exclusion does not apply to "bodily injury" or "property damage" that is covered by "underlying insurance" or that would have been covered but for the exhaustion of the "limits" of the "underlying insurance" arising out of water sports equipment that is intended solely for use in a pool. The coverage provided by this endorsement will be subject to the provisions, exclusions, and limitations of the "underlying insurance" unless otherwise provided by the terms of this policy. However, the insurance provided by this endorsement will not be broader than the insurance coverage provided by the "underlying insurance".

This endorsement changes  
the policy  
-- PLEASE READ THIS CAREFULLY --

---

## **CLAIM REPORTING PROVISIONS COVERAGES E AND U**

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

---

### **WHAT MUST BE DONE IN CASE OF LOSS**

---

The following is added under item 2. Notice:

"You" must provide "us" with immediate notice of any claim made or "suit" brought against "us", or of any claim involving any of the following:

- a. fatality;
- b. paraplegia or quadriplegia;
- c. dismemberment or amputation;
- d. loss or impairment of eyesight or hearing;
- e. brain injury; or
- f. burns.

All claims may be reported to "us" as follows:

During working hours (8:30 A.M. to 5:00 P.M.):

To: MSI Claims Administration  
Address: 101 Crawfords Corner Road, Suite 1300  
Holmdel, NJ 07733

Telephone: 888-548-2465

Fax: 732-946-0547

Email: [ClaimsPPPAura@msimga.com](mailto:ClaimsPPPAura@msimga.com)

After working hours:

Telephone: 866-262-9877

## **COVERAGE X -- DISASTER EVENT RESPONSE EXPENSE**

**Disaster Event Response Expense Limit    \$50,000 Aggregate**

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

---

### **DEFINITIONS**

---

With respect to the coverage provided by this endorsement, the following definitions are added:

1. "Disaster event" means an "occurrence" or offense:
  - a. that results in or is likely to result in "bodily injury", "property damage", or "personal and advertising injury";
  - b. that results in or is likely to result in significant media coverage; and
  - c. for which a "key executive" determines that a "disaster event response advisor" is necessary.

A "disaster event":

- a. begins when a "key executive" first becomes aware of such "occurrence" or offense; and
  - b. ends when "we" determine that such "disaster event" no longer exists.
2. "Disaster event response advisor" means a public relations firm or crisis management firm whose services help to minimize potential harm to "you" by maintaining or restoring public confidence in "you".
  3. "Disaster event response expenses" means reasonable and necessary expenses approved by "us" before they are incurred.

"Disaster event response expenses" includes, but is not limited to:

- a. medical expenses;
- b. funeral expenses;
- c. psychological counseling expenses;
- d. travel expenses;
- e. temporary living expenses;
- f. printing and mailing expenses; and
- g. expenses to secure the scene of a "disaster event"

4. "Key executive" means:

- a. "you", if "you" are shown on the "declarations" as an individual;
- b. "your" chief executive officer;
- c. "your" chief operating officer;
- d. "your" president; or
- e. "your" general counsel or general partner, if "you" are shown on the "declarations" as a partnership.

---

## COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES

---

The following coverage is added:

### COVERAGE X - DISASTER EVENT RESPONSE EXPENSE

1. Insuring Agreement

- a. "We" will indemnify "you" for "disaster event response expenses" incurred by "you" and/or "your" "disaster event response advisor" as a result of a "disaster event" to which this insurance applies. "We" will not assume any duty to control the investigation, settlement, or defense of any claim or "suit" that may arise out of a "disaster event".
- b. The amount "we" pay for "disaster event response expenses" is limited as described under How Much We Pay.
- c. This insurance applies only to a "disaster event":
  - 1) that begins during the policy period of this policy;
  - 2) that causes "bodily injury", "property damage", or "personal and advertising injury" that:
    - a) occurs during the policy period of this policy; and
    - b) is not a continuation of, resumption of, or change in "bodily injury" or "property damage" that was known by a "designated insured" prior to the inception date of the policy period.  
If a "designated insured" knew prior to the inception date of this policy period that "bodily injury", "property damage", or "personal and advertising injury" had occurred, any continuation of, resumption of, or change in such "bodily injury", "property damage", or "personal and advertising

injury" during or after the policy period will be deemed to have been known by the "designated insured" prior to the inception date of this policy period; and

- 3) for which "you" have hired a "disaster event response advisor".

## 2. Exclusions

"We" do not pay for:

- a. "disaster event response expenses" due to:

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

- b. "disaster event response expenses" due to loss resulting from nuclear reaction, nuclear radiation, or radioactive contamination.

- c. "disaster event response expenses" arising out of:

- 1) any actual, alleged, or threatened sexual activity by anyone; or
- 2) an "insured's" negligent:

- a) employment;
- b) investigation;
- c) supervision
- d) retention; or
- e) reporting or failure to report to the proper authorities

of any "employee" or "volunteer worker" alleged to have committed any sexual activity. For purposes of this exclusion, sexual activity means any activity which is sexual in nature.

- d. "disaster event response expenses" due to any obligation of the "insured" under a workers' compensation, disability benefits, or unemployment compensation law or any similar law, regardless of whether a claim for such benefits has been made.

---

## WHAT MUST BE DONE IN CASE OF LOSS

---

1. With respect to the coverage provided by this endorsement, the following is added to item 2.

Notice:

In the case of a "disaster event", "you" must notify "us" within 24 hours after the "disaster event" begins. Such notice must be provided to "us" by calling **888-548-2465**.

2. With respect to the coverage provided by this endorsement, item 3. Voluntary Payments is deleted and replaced by the following:

**Voluntary Payments** - "You" must not make payments, assume obligations, or incur any expenses without "our" prior approval.

## HOW MUCH WE PAY

---

With respect to the coverage provided by this endorsement, the following is added:

The Coverage X -- Disaster Event Response Expense Aggregate Limit shown in the Schedule above is the most "we" will pay for the sum of all "disaster event response expenses" during the policy period..

The Coverage X - Disaster Event Response Expense Aggregate Limit shown in the Schedule above applies separately to each consecutive 12-month period beginning with the inception date shown on the "declarations" for this Commercial Excess/Umbrella Liability Coverage. It also applies separately to any remaining policy period of less than 12 months, unless the Commercial Excess/Umbrella Liability Coverage was extended after it was written. In that case, the additional period will be considered part of the last preceding period for the purpose of determining the "limit".

---

## CONDITIONS

---

1. With respect to the coverage provided by this endorsement, item 14. Subrogation is deleted and replaced by the following:

**Subrogation** - If "we" pay "you" for "disaster event response expenses", "we" may require from "you" an assignment of any right of recovery against any third party with respect to such payments. "You" may not waive "your" right to recover before a "disaster event" takes place.

2. With respect to the coverage provided by this endorsement, the following conditions are added:

- a. **Arbitration** - If "you" or "we" disagree as to whether or not an "occurrence" or offense constitutes a "disaster event", the right of any reimbursement for "disaster event response expenses" must be arbitrated according to the rules of the American Arbitration Association, in the state shown in the mailing address shown on the "declarations".
- b. **Obligations** - No payment made by "us" under this coverage will:
  - 1) determine any other rights or obligations under this policy; or
  - 2) create a duty to defend any "suit" under any other part of this policy.
- c. **No Admission Of Liability** -- It is agreed and acknowledged that any payments for which "you" may seek reimbursement under the "terms" of this endorsement will not constitute any admission of liability by "you" with regard to the "disaster event". It is further agreed and acknowledged that any payments made by "us" under this endorsement will not constitute any admission by "us" with regard to coverage provided under the policy.

## **EMPLOYMENT PRACTICES LIABILITY FOLLOW FORM COVERAGE E**

The Commercial Excess/Umbrella Liability Coverage is amended as follows.  
All other "terms" of the policy apply, except as amended by this endorsement.

---

### **COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES**

---

The following is added to exclusion k. under Coverage E, item 2. Exclusions:

However, this exclusion does not apply to "bodily injury" or "personal and advertising injury" that is covered by a Directors' and Officers' Liability Policy shown in "underlying insurance" or that would have been covered but for the exhaustion of the "limits" of the "underlying insurance". The coverage provided by this policy will be subject to the provisions, exclusions, and limitations of the "underlying insurance".

This endorsement changes  
the policy  
-- PLEASE READ THIS CAREFULLY --

---

## **EXCLUSION-CONTAMINATED DRYWALL COVERAGES E AND U**

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

---

### **COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES**

The following exclusion is added under Coverage E and Coverage U, item 2.  
Exclusions:

"We" do not pay for "bodily injury" or "property damage" arising out of the actual, alleged, or threatened dispersal, seepage, migration, release, or escape of gases, vapors, fumes, or other irritant or contaminant from drywall.

---

## **EXCLUSION -- CYBER INCIDENT COVERAGES E**

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

---

### **COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES**

---

The following exclusion is added under Coverage E, item 2. Exclusions:

#### **Cyber Incident**

"We" do not pay for "bodily injury", "property damage", or "personal and advertising injury" arising out of a "cyber incident".

This exclusion applies even if "damages" are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by any "insured" or others arising out of a "cyber incident".

---

### **DEFINITIONS**

---

Under Definitions, the following definition is added:

"Cyber incident" means any:

1. Unauthorized access to or use of any computer system.
2. Malicious code, virus, or any other harmful 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, or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation.
3. Denial of service attack which disrupts, prevents, or restricts access to, or use of any computer system, or otherwise disrupts its normal functioning or operation.

To the extent that any provision of this endorsement conflicts with any provision of the Policy or any of its other endorsements, the provisions of this endorsement will apply.

## **EXCLUSION -- VIOLATION OF LAW ADDRESSING DATA PRIVACY COVERAGE E**

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

The following exclusion is added under Coverage E, item 2. Exclusions:

### **Violation of Law Addressing Data Privacy**

We" do not pay for "bodily injury" or "property damage" for which any "insured" may be held liable by reason of:

### **Violation of Law Addressing Data Privacy**

This insurance does not apply to "bodily injury," "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

1. Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information.

Any such federal, state, or local statute, ordinance, regulation, or other law includes but is not limited to:

- a. The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
  - b. The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law.
2. Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation, or other law described in Paragraph 1. above, including but not limited to the European Union's General Data Protection Regulation.

To the extent that any provision of this endorsement conflicts with any provision of the Policy or any of its other endorsements, the provisions of this endorsement will apply.

## **EXCLUSION -- EARTH MOVEMENT COVERAGES E AND U**

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

---

### **DEFINITIONS**

---

The following definition is added:

"Earth movement" means:

- a. earthquake, including land shock waves or tremors before, during or after an earthquake or volcanic eruption;
  - b. landslide;
  - c. mine subsidence whether or not the non-natural mine is currently in use;
  - d. any other movement of earth, including sinking, shifting, or rising of earth including, but not limited to, erosion, expansion, shrinking, freezing, thawing, improper soil compaction, and movement of water under the surface of the ground that causes cracking, settling, or shifting of foundations, buildings, or structures; or
  - e. eruption, explosion, or effusion of a volcano.
- 

### **COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES**

---

The following exclusion is added to Coverage E and Coverage U, item 2.  
Exclusions:

"We" do not pay for:

- a. "bodily injury", "property damage", or "personal and advertising injury" that results directly or indirectly from "earth movement", whether or not the "earth movement" results from manmade or natural causes; or
  - b. any loss, cost, or expense incurred by "you" or any other person or organization that results directly or indirectly from "earth movement", whether or not the "earth movement" results from manmade or natural causes.
-

This endorsement changes  
the policy  
-- PLEASE READ THIS CAREFULLY --

---

## **EXCLUSION – ERRORS AND OMISSIONS LIABILITY**

### **COVERAGE E**

(The entries required to complete this endorsement  
will be shown below or on the "declarations")

### **SCHEDULE**

Designated Business: Real Estate Agents

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms"  
of the policy apply, except as amended by this endorsement.

---

## **COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES**

---

The following exclusions are added under Coverage E, item 2. Exclusions:

"We" do not pay for:

- a. injury or damage arising out of or resulting from any act, error, omission, or breach of duty committed by any "insured", or any person for whose acts any "insured" is legally liable, in the conduct of "your" business designated the Schedule above; or
  - b. any loss, cost, or expense incurred by "you" or any other person or organization arising out of any act, error, omission, or breach of duty described in a. above.
-

## **EXCLUSION - TOTAL POLLUTION WITH CERTAIN EXCEPTIONS COVERAGE E**

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

---

### **DEFINITIONS**

---

The following definition is added:

"Underground storage tank" means any container or system including any ducts, pipes, or other apparatus used therewith, the volume of which is now or was at any time more than 10% beneath the surface of the ground.

---

### **COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES**

---

1. With respect to the coverage provided by this endorsement, item 1.a. under Coverage E - Excess Liability is deleted and replaced by the following:
  - a. "We" will pay on behalf of the "insured" those sums in excess of "underlying insurance" for which an "insured" becomes legally obligated to pay as "damages" to which this insurance applies. "We" will not be obligated to assume charge of the investigation and settlement of any claim made, or defense of the "insured" against a "suit" seeking "damages" which may be covered under Coverage E --Excess Liability. "We" will, however, have the right and shall be given the opportunity to participate in the defense and trial of any claim, "suit", or proceeding which, in "our" opinion, may create liability on "our" part under the terms of this policy. If "we" exercise such right, "we" will do so at "our" own expense.
2. Under Coverage E, item 2. Exclusions, exclusions f. and h. are deleted and replaced by the following:
  - f. "bodily injury" or "property damage" arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, or emission of "pollutants" at any time.

However, this exclusion does not apply to:

- 1) "bodily injury" or "property damage":
  - a) included within the "products/completed work hazard";
  - b) arising from the heat, smoke, or fumes of a fire which becomes uncontrollable or breaks out from where it was intended to be located;
  - c) arising from collision or upset of an "auto" or "mobile equipment"; or
  - d) arising from windstorm, lightning, vandalism or malicious mischief, hail, civil commotion, riot, automatic sprinkler leakage, or explosion; or
  
- 2) "bodily injury" arising from:
  - a) the application of pesticides, herbicides, or fertilizers provided that:
    - (1) all such applications meet all standards of all statutes, ordinances, regulations, and license requirements of all federal, state, and local governments which apply to those operations; and
    - (2) the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, or emission of "pollutants" does not take place from an "underground storage tank";
  - b) fumes, vapors, or gases from flooring or wall covering materials or their installation materials (including adhesives);
  - c) fumes, vapors, or gases from paint, varnish, sealant, adhesive, or building maintenance or cleaning materials;
  - d) smoke, fumes, soot, or vapor from equipment that is used to heat, cool, or dehumidify a building, or used to heat water for the building's occupants or their guests, if the "bodily injury" was suffered in the building; or
  - e) chlorine, bromine, sodium hydroxide, sodium bicarbonate, soda ash, diatomaceous earth, muriatic acid, or other chemicals, compounds, or materials used for the maintenance of a swimming pool, whirlpool, or spa.

This exclusion applies whether or not such "pollutants" are used at or in or arise out of "your" business, operations, premises, site, or location.

- h. any loss, cost, or expense arising out of any:
  - 1) request, demand, order, statute, or regulation requiring that any "insured" or others test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants"; or
  - 2) claim or "suit" by or on behalf of any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "pollutants".

## **EXCLUSION-CONSTRUCTION AND REAL ESTATE DEVELOPMENT OPERATIONS (WITH EIFS AND WRAP UPS EXCLUDED)**

The Commercial Excess/Umbrella Liability Coverage is amended as follows.  
All other "terms" of the policy apply, except as amended by this endorsement.

---

### **COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES**

---

Under Coverage E and Coverage U, item 2. Exclusions is amended to add the following:

#### **Construction Operations**

"We" do not pay for actual or alleged "bodily injury", "property damage", or "personal and advertising injury", loss, cost, expense, demand, claim or "suit" directly or indirectly caused by, arising out of, relating to, resulting from, attributable to, contributing to or aggravated by, whether in whole or in part, any "construction operations" performed by or on behalf of any "insured".

However, this exclusion does not apply to "routine maintenance" or non-structural modification or tenant preparation activities.

#### **Exterior Insulation and Finish Systems**

"We" do not pay for actual or alleged "bodily injury", "property damage", or "personal and advertising injury", loss, cost, expense, demand, claim or "suit" directly or indirectly caused by, arising out of, relating to, resulting from, attributable to, contributing to or aggravated by, whether in whole or in part, the following:

1. the design, manufacture, sale, service, construction, fabrication, preparation, installation, application, maintenance, or repair, including any remodeling, correction or replacement of an "EIFS" or any part thereof, or any substantially similar system or any part thereof, including any method or procedure to correct problems with installed or partially installed systems performed by or on behalf of any "insured".
2. "your work" that involves any exterior component, fixture or feature of any structure if an "EIFS", or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.
3. the "product/completed work hazard", and resulting directly or indirectly from any exterior component, fixture or feature of any structure if an "EIFS", or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.
4. liability assumed by an "insured" under a contract or agreement for the design, manufacture, sale, service, construction, fabrication, preparation, installation, application, maintenance or repair, including any remodeling, correction, or replacement of an "EIFS" or any part thereof, or any substantially similar system or any part thereof.

### **Wrap-Up**

"We" do not pay for actual or alleged "bodily injury", "property damage" or "personal and advertising injury", loss, cost, demand, claim or "suit" directly or indirectly caused by, arising out of, relating to, resulting from, attributable to, contributing to or aggravated by, whether in whole or in part, either your ongoing operations, or operations included within the "products/completed work hazard" as a consolidated (wrap-up) insurance program, owner controlled insurance program (OCIP), owner and contractors protective liability program (OCP) or similar insurance plan which has been provided by the prime contractor/project manager or owner of the construction project covering some or all of the contractors, subcontractors, and those having a financial interest on one or more specific project(s).

This exclusion applies:

Whether or not the consolidated (wrap-up) insurance program, owner controlled insurance program (OCIP), owner and contractors protective liability program (OCP) or similar insurance plan provides limits adequate to cover all claims.

### **Real Estate Development Activities:**

"We" do not pay for actual or alleged "bodily injury", "property damage" or "personal and advertising Injury", loss, cost, demand, claim or "suit" directly or indirectly caused by, arising out of, relating to, resulting from, attributable to, contributing to or aggravated by, whether in whole or in part, any "real estate development activities" performed by or on behalf of any "insured".

---

## **Definitions**

---

Under Definitions, the following definitions are added:

"EIFS" means an exterior wall cladding or finish system used on any part of any structure, and consisting of:

- a. a rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
- b. an adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
- c. a reinforced or unreinforced base coat on the face of the insulation board or base coat and mesh;
- d. a protective finish applied to the surface of the base coat providing surface texture to which color may be added; and
- e. any conditioners, primers, accessories, flashings, coatings, caulking, and sealants that interact to form an energy efficient wall.

"Construction Operations" means any construction operation related activities, including, but not limited to, construction related management, demolition, excavation, rehabilitation, renovation, vertical construction, site infrastructure, grading, backfilling, architectural, engineering and design service, installation, surveying, or rezoning of any building, property, or structure.

"Real Estate Development Activities" means the demolition, design, site preparation, construction, marketing, or sales of residential, commercial, or industrial buildings.

"Routine Maintenance" means non-structural maintenance performed on an existing structure or building as part of any "insured"s normal and customary operations. However, "routine maintenance" does not include:

- a. structural alterations including changes to the size or dimensions of any building or structure;
- b. demolition, alteration, or movement of any load bearing wall or component;
- c. any alteration that impairs the structural integrity of a building.

## **AMENDMENT - COVERAGE TERRITORY COVERAGES E AND U**

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

---

### **DEFINITIONS:**

---

Under Definitions, the following definition is deleted and replaced with:

"Coverage territory" means the United States of America (its territories or possessions), Puerto Rico, and Canada.

---

### **CONDITIONS:**

---

The following Condition does not apply:

**20. Extended Coverage Territory**

## **AMENDMENT- AGGREGATE LIMITS OF INSURANCE (PER LOCATION) COVERAGES E AND U**

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

---

### **DEFINITIONS**

---

Under Definitions, the following definition is added:

"Location" means premises involving the same lot or adjoining lots or adjoining premises that are separated only by a street, roadway, waterway, or railroad right-of way.

---

### **HOW MUCH WE PAY**

---

The following is added under How Much We Pay, Item 2:

If the "underlying insurance" provides that a separate General Aggregate Limit will apply to each "location" for which coverage applies under this policy, then the General Aggregate Limit described in How Much We Pay, Item 2 applies separately to each "location". This provision shall not apply if the "underlying insurance" General Aggregate limit is capped or sub-limited in any way.

---

## FOREVER CHEMICALS AND MICROPLASTICS EXCLUSION

1. The following definitions are added.
  - a. Forever Chemicals
    - 1) "Forever chemicals" means:
      - a) synthetic chemicals with over 12,000 man-made chemical compounds;
      - b) synthetic chemicals that contain one or multiple fully fluorinated methyl or methylene carbon atom without any hydrogen, chlorine, bromine or iodine atoms attached to it; or
      - c) perfluoroalkyl or polyfluoroalkyl substances.
    - 2) For purposes of this exclusion, perfluoroalkyl or polyfluoroalkyl (PFAS) substances means polymer, oligomer, monomer or non-polymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products.
    - 3) For purposes of this exclusion, perfluoroalkyl or polyfluoroalkyl substances includes but is not limited to:
      - a) PFOA also known as Perfluorooctanoic Acid;
      - b) PFOS also known as Perfluorooctanesulfonic Acid;
      - c) PFNA also known as Perfluorononanoic Acid;
      - d) PFHxS also known as Perfluorohexanesulfonic Acid;
      - e) PFHxA also known as Perfluorohexanoic Acid;
      - f) PFDA also known as Perfluorodecanoic Acid; or
      - g) PFBS also known as Perfluorobutanesulfonic Acid.
  - 4) For purposes of this exclusion, "forever chemicals" includes any item or product, along with its packaging, materials, components, or equipment provided that contains or includes any chemical or substance listed above.
- b. Forever Chemical Exposure
  - 1) "Forever chemical exposure" means loss or damage arising directly or indirectly out of the actual, alleged, suspected, or threatened ingestion of, inhalation of, absorption of, or contact with "forever chemicals" resulting in long-term adverse health effects.
  - 2) "Forever chemical exposure" includes:
    - a) long-term exposure to "forever chemicals"; or
    - b) exposure to synthetic chemicals that do not naturally degrade in:
      - (1) water;
      - (2) air;
      - (3) soil; or
      - (4) consumer products.
- c. "Microplastics" means plastic particles:
  - 1) typically less than 5 millimeters in size;
  - 2) originating from sources, including but not limited to the breakdown of larger plastic items, or synthetic fibers from clothing; and
  - 3) manufactured as small particles used in products such as cosmetics, cleaning agents, and paints.

d. Microplastics Exposure

- 1) "Microplastics exposure" means loss or damage arising directly or indirectly out of the actual, alleged, suspected, or threatened ingestion, inhalation, or absorption of "microplastics" resulting in long-term adverse health effects.
- 2) "Microplastics exposure" includes:
  - a) long-term exposure to "microplastics"; or
  - b) exposure to "microplastics" present in:
    - (1) water;
    - (2) air;
    - (3) food; or
    - (4) consumer products.

2. If this policy provides property coverage, the following exclusion is added with respect to such coverage:

a. **Forever Chemicals and Microplastics Property Exclusion**

- 1) "We" do not cover "forever chemicals" or "microplastics" in any form.
- 2) However, this exclusion does not apply to the extent coverage is provided for any loss, cost, or expense arising out of a claim or suit by or on behalf of any governmental authority for damages resulting from:
  - a) abatement of;
  - b) cleaning up;
  - c) containing;
  - d) detoxifying;
  - e) monitoring;
  - f) neutralizing;
  - g) removing;
  - h) treating;
  - i) testing for; or
  - j) in any way responding to or assessing the effects of;"forever chemicals" or "microplastics", whether the "loss" involves soil, water, air, or any other environmental or manmade source.

b. **Forever Chemicals Exposure**

- 1) "We" do not pay for loss arising out of "forever chemical exposure" by:
  - a) any person or entity insured under this policy;
  - b) anyone acting at the direction or on behalf of a person or entity insured under this policy; or
  - c) any occupant of a property insured under this policy.
- 2) This exclusion applies, but is not limited, to loss arising out of:
  - a) inhaling;
  - b) ingesting;
  - c) absorption of; or
  - d) contact with;

"forever chemicals" as a result of activity described in item 1) above.

- 3) This exclusion applies regardless of whether such exposure occurs at a specific location or involves the use, handling, disposal, or release of any product, material, or substances containing "forever chemicals".

c. **Microplastics Exposure**

- 1) "We" do not pay for loss arising out of "microplastics exposure" by:
  - a) any person or entity insured under this policy;
  - b) anyone acting at the direction or on behalf of a person or entity insured under this policy; or
  - c) any occupant of a property insured under this policy.
- 2) This exclusion also applies to loss that arises out of:
  - a) inhalation;
  - b) ingestion; or
  - c) absorption;

of "microplastics" as a result of activity described in item 1) above.

3. If this policy provides liability coverage, the following exclusion is added with respect to such coverage:

**Forever Chemicals and Microplastics – Liability Exclusion**

- a. "We" do not provide liability coverage for any person or entity insured under this policy for any loss, cost, or expense arising directly or indirectly out of exposure to "forever chemicals" or "microplastics".

- b. For purposes of this exclusion, exposure to "forever chemicals" or "microplastics" includes, but is not limited to, any actual, alleged, or threatened:

- 1) contamination;
- 2) disease, illness, or physical distress; or
- 3) fines, penalties, equitable relief, or environmental remediation.

- c. For purposes of this exclusion, any request, demand, order, or any law or regulation requiring that any "insured" or other person or entity:

- 1) abate;
- 2) clean up;
- 3) contain;
- 4) detoxify;
- 5) monitor;
- 6) neutralize;
- 7) remove;
- 8) treat;
- 9) test for; or
- 10) in any other way respond to or assess the effects of;

"forever chemicals" or "microplastics".

- d. This exclusion applies regardless of whether the alleged exposure is intentional, accidental, or a result of negligence.

4. The "terms" of this endorsement apply even if "forever chemicals" or "microplastics" are legal under the laws of the state, territory, or district in which:

- a. this policy was issued; or
- b. the loss occurs.

5. To the extent that the "terms" of this endorsement conflict with any other "terms" of this policy, this endorsement will control.

6. This endorsement:

- a. clarifies the intent of coverage under this policy; and
- b. will not be construed to modify, narrow, or negate any exclusion in this policy.

7. This endorsement applies to any claims, suits, or legal action.

---

**CL 0356 03 25**

## EXCLUSION -- DATA BREACH LIABILITY COVERAGES E AND U

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

---

### COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES

---

1. Exclusion m. under Coverage E, item 2. Exclusions, is deleted and replaced by the following:

m. any of the following:

- 1) "bodily injury", "property damage", or "personal and advertising injury" arising out of disclosure of or access to private or confidential information belonging to any person or organization; or
- 2) any loss, cost, expense, or "damages" arising out of damage to, corruption of, loss of use or function of, or inability to access, change, or manipulate "data records".

This exclusion also applies to "damages" for any expenses incurred by "you" or others arising out of 1) or 2) above, including expenses for credit monitoring, notification, forensic investigation, and legal research.

2. Exclusion x. under Coverage U, item 2. exclusions, is deleted and replaced by the following:

x. any of the following:

- 1) "bodily injury", "property damage", or "personal and advertising injury" arising out of disclosure of or access to private or confidential information belonging to any person or organization; or
- 2) any loss, cost, expense, or "damages" arising out of damage to, corruption of, loss of use or function of, or inability to access, change, or manipulate "data records".

This exclusion also applies to "damages" for any expenses incurred by "you" or others arising out of 1) or 2) above, including expenses for credit monitoring, notification, forensic investigation, and legal research.

---

CU 0403 09 14

---

## EXCLUSION -- FUNGUS OR RELATED PERILS COVERAGES E AND U

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

---

### DEFINITIONS

Under Definitions, the following definition is added:

"Fungus or related perils" means:

- a. a fungus, including but not limited to mildew and mold;
- b. a protist, including but not limited to algae and slime mold;
- c. wet rot;
- d. dry rot;
- e. a bacterium; or
- f. a chemical, matter, or compound produced or released by a fungus, a protist, wet rot, dry rot, or a bacterium, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.

---

### COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES

The following exclusions are added under Coverage E and Coverage U, item 2. Exclusions:

"We" do not pay for:

- a. actual or alleged "bodily injury", "property damage", or "personal and advertising injury" that results directly or indirectly from ingestion of, inhalation of, physical contact with, or exposure to "fungus or related perils".

However, this exclusion does not apply to:

- 1) "bodily injury" that results from a fungus cultivated or harvested for human consumption or a food-borne or beverage-borne bacterium that causes illness commonly known as food poisoning (Food-borne or beverage-borne bacteria that cause illness commonly known as food poisoning include but are not limited to *Staphylococcus aureus*, *Salmonella*, *Clostridium perfringens*, *Campylobacter*, *Listeria monocytogenes*, *Vibrio parahaemolyticus*, *Bacillus cereus*, and *Escherichia coli.*); or
  - 2) "bodily injury" suffered by an "employee" of an "insured" while performing duties in connection with the "insured's" farming operations, but only to the extent that "bodily injury" to an "insured's" "employees" is covered by this policy.
- b. any loss, cost, or expense arising out of any request, demand, or order that any "insured" or others test for, monitor, clean up, abate, remediate, dispose of, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "fungus or related perils".
  - c. any loss, cost, or expense arising out of any claim or "suit" by or on behalf of any governmental authority relating to testing for, monitoring, cleaning up, abating, remediating, disposing of, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "fungus or related perils".

## EXCLUSION -- COMMUNICABLE DISEASE COVERAGES E AND U

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

---

### COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES

---

The following exclusions are added under Coverage E and Coverage U, item 2.  
Exclusions:

"We" do not pay for:

- a. "bodily injury", "property damage", or "personal and advertising injury" that arises out of the actual or alleged transmission of a communicable disease by:
  - 1) a person;
  - 2) an "insured's" property, including "products"; or
  - 3) the property of others in the care, custody, or control of an "insured".

This exclusion applies even if the claim or "suit" against any "insured" alleges negligence or other improper action in the:

- 1) failure to report the communicable disease to proper authorities;

- 2) failure to prevent the spread of the communicable disease;
  - 3) hiring, supervising, training, employing, or monitoring of others who may be infected with and spread a communicable disease; or
  - 4) testing or failure to test for a communicable disease.
- b. any loss, cost, or expense arising out of any:
- 1) request, demand, or order that any "insured" or others test for, monitor, report, clean up, remove, contain, treat, detoxify, disinfect, sterilize, neutralize, or in any way respond to, assess the effects of, or eliminate a communicable disease or the conditions to which a communicable disease is attributed; or
  - 2) claim or "suit" by or on behalf of any governmental body or authority relating to testing for, monitoring, reporting, cleaning up, removing, containing, treating, detoxifying, disinfecting, sterilizing, neutralizing, or in any way responding to, assessing the effects of, or eliminating a communicable disease or the conditions to which a communicable disease is attributed.

---

CU 0728 09 10

## **EXCLUSION -- PROPERTY IN YOUR CUSTODY COVERAGES E AND U**

### **SCHEDULE**

**Designated Operations:**

Warehouses  
Miniwarehouses  
Cold individual storage lockers  
Security and Patrol Agencies

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

---

### **COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES**

---

The following exclusion is added under Coverage E and Coverage U, item 2.  
Exclusions:

"We" do not pay for "property damage" to property:

- a. given to "you" for safe storage; or
- b. on premises owned by or rented to "you";

but only with respect to the operations designated in the Schedule above.

## EXCLUSION -- CANNABIS LIABILITY COVERAGES E AND U

(Entries required to complete the Schedule will  
be shown below or on the "declarations".)

### Schedule

[ ] **Exempt Hemp Item And Activity Option**

[ ] **Exempt Cannabis Item Option**

Description of exempt item(s):

[ ] **Exempt Cannabis Activity Option**

Description of exempt activity:

The policy is amended to include the following  
"terms". All other "terms" of the policy apply,  
except as amended by this endorsement.

distribution, furnishing, handling, labeling,  
manufacture, packaging, possession,  
processing, production, sale, serving,  
storage, testing, trading, or transfer of  
"cannabis" in any form.

### DEFINITIONS

For the purposes of this endorsement, the  
following definitions are added:

1. "Cannabis" means:

- a. marihuana, as defined by the Federal  
Food and Drug Law at 21 U.S.C.  
Section 802, including any  
amendments;
- b. any material containing  
tetrahydrocannabinol (THC), whether  
natural or synthetic; or
- c. any material, good, or product taken  
from, containing, or made from material  
described in item a. or b. above.

2. "Cannabis activity" means any activity that  
involves the cultivation, delivery, disposal,

3. "Cannabis exposure" means any actual,  
alleged, or threatened:

- a. exposure to;
- b. presence of; or
- c. consumption, inhalation, ingestion, or  
absorption of;

"cannabis" in any form.

4. "Exempt cannabis activity" means any  
activity:

- a. described under the Exempt Cannabis  
Activity Option in the Schedule above;  
and
- b. performed by an "insured".

5. "Exempt cannabis item" means any item  
described under the Exempt Cannabis Item  
Option in the Schedule.

6. "Hemp" means any "cannabis" material, good, or product that:
  - a. has a THC concentration at the time of the injury or damage that is within the legal limit permitted for hemp under federal law; and
  - b. is not illegal or prohibited at the time of the injury or damage under any applicable federal, state, or local law or regulation.

---

## COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES

---

1. Under Coverage E -- Excess Liability, Exclusions, the following are added:
  - a. Cannabis Activity Or Exposure
    - 1) "We" do not pay for "bodily injury", "property damage", "personal and advertising injury", or any other injury or damage that is covered by "underlying insurance", including on a "claims-made" basis, arising out of any:
      - a) "cannabis activity"; or
      - b) "cannabis exposure".
    - 2) This exclusion applies, but is not limited, to "bodily injury", "property damage", "personal and advertising injury", or any other injury or damage that is covered by "underlying insurance", including on a "claims-made" basis, arising out of any material that escapes, leaches, leaks, migrates, or seeps, or is:
      - a) discharged;
      - b) dispersed;
      - c) disposed of;
      - d) emitted;
      - e) produced;
      - f) released; or

g) spilled;  
as a result of "cannabis activity" or "cannabis exposure".

- 3) This exclusion applies regardless of the theory of liability pursued, asserted, or claimed against the "insured" seeking coverage for "damages" because of:
  - a) "bodily injury";
  - b) "property damage";
  - c) "personal and advertising injury"; or
  - d) any other injury or damage that is covered by "underlying insurance", including on a "claims-made" basis;

described in item 1) or 2) above, including but not limited to negligence in supervising, monitoring, hiring, employing, training, or instructing another person or entity.

- 4) Exceptions
  - a) Item 1)b) above does not apply to "bodily injury" or "property damage" arising out of the consumption, inhalation, ingestion, or absorption of "cannabis" by:
    - (1) an "insured"; or
    - (2) a person for whom "you" have a legal responsibility;

but only if such "bodily injury" or "property damage" does not also arise out of "cannabis activity" performed by "you" or on "your" behalf.

- b) If the Exempt Hemp Item And Activity Option is selected in the Schedule above, this exclusion does not apply to "bodily injury", "property damage", "personal and advertising injury", or any other injury or damage that is covered by "underlying insurance", including on a "claims-made" basis, arising out of:
    - (1) "cannabis activity" that involves only "hemp"; or
    - (2) exposure to, or the presence, consumption, inhalation, ingestion, or absorption of, "hemp".
  - c) If the Exempt Cannabis Item Option is selected in the Schedule, this exclusion does not apply to "bodily injury", "property damage", "personal and advertising injury", or any other injury or damage that is covered by "underlying insurance", including on a "claims-made" basis, arising out of:
    - (1) the possession, disposal, storage, or sale of any "exempt cannabis item" by an "insured"; or
    - (2) exposure to, or the presence, consumption, inhalation, ingestion, or absorption of, any "exempt cannabis item".
  - d) If the Exempt Cannabis Activity Option is selected in the Schedule, this exclusion does not apply to "bodily injury", "property damage", "personal and advertising injury", or any other injury or damage that is covered by "underlying insurance", including on a "claims-made" basis, arising out of any "exempt cannabis activity".
- b. Cannabis Property
    - 1) "We" do not pay for "property damage" to "cannabis".
    - 2) This exclusion does not apply to "hemp", whether or not the Exempt Hemp Item And Activity Option is selected in the Schedule above.
  - 2. Under Coverage U -- Umbrella Liability, Exclusions, the following are added:
    - a. Cannabis Activity Or Exposure
      - 1) "We" do not pay for "bodily injury", "property damage", or "personal and advertising injury" arising out of any:
        - a) "cannabis activity"; or
        - b) "cannabis exposure".
      - 2) This exclusion applies, but is not limited, to "bodily injury", "property damage", or "personal and advertising injury" arising out of any material that escapes, leaches, leaks, migrates, or seeps, or is:
        - a) discharged;
        - b) dispersed;
        - c) disposed of;
        - d) emitted;
        - e) produced;
        - f) released; or
        - g) spilled;as a result of "cannabis activity" or "cannabis exposure".
      - 3) This exclusion applies regardless of the theory of liability pursued, asserted, or claimed against the "insured" seeking coverage for "damages" because of "bodily injury", "property damage", or "personal and advertising injury" described in item 1) or 2) above, including but not limited to negligence in supervising, monitoring, hiring, employing, training, or instructing another person or entity.

- 4) Exceptions
- a) Item 1)b) above does not apply to "bodily injury" or "property damage" arising out of the consumption, inhalation, ingestion, or absorption of "cannabis" by:
- (1) an "insured"; or
  - (2) a person for whom "you" have a legal responsibility;
- but only if such "bodily injury" or "property damage" does not also arise out of "cannabis activity" performed by "you" or on "your" behalf.
- b) If the Exempt Hemp Item And Activity Option is selected in the Schedule above, this exclusion does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of:
- (1) "cannabis activity" that involves only "hemp"; or
  - (2) exposure to, or the presence, consumption, inhalation, ingestion, or absorption of, "hemp".
- c) If the Exempt Cannabis Item Option is selected in the Schedule, this exclusion does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of:
- (1) the possession, disposal, storage, or sale of any "exempt cannabis item" by an "insured"; or
  - (2) exposure to, or the presence, consumption, inhalation, ingestion, or absorption of, any "exempt cannabis item".
- d) If the Exempt Cannabis Activity Option is selected in the Schedule, this exclusion does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of any "exempt cannabis activity".
- b. Cannabis Property
- 1) "We" do not pay for "property damage" to "cannabis".
  - 2) This exclusion does not apply to "hemp", whether or not the Exempt Hemp Item And Activity Option is selected in the Schedule above.
- 

## CONDITIONS

---

The following conditions are added only with respect to the "terms" of this endorsement:

1. **Conflict of Law** -- The "terms" of this endorsement apply even if:
  - a. "cannabis"; or
  - b. "cannabis activity";is legal in the state, district, or territory in which this policy was issued or the injury or damage occurs.
2. **Other Terms Remain in Effect** -- The "terms" of this endorsement cannot be construed to provide coverage for any liability, loss, cost, or expense that would otherwise be excluded under the policy to which this endorsement is attached.

---

CU 0742 08 21

**AMENDED DEFINITION  
NEW ENTITIES ARE NOT INSUREDS  
COVERAGES E AND U**

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

---

**DEFINITIONS**

---

Definition 1.b. is deleted.

## **PRODUCTS/COMPLETED WORK HAZARD EXPANDED DEFINITION COVERAGE E**

(The entries required to complete this endorsement  
will be shown below or on the "declarations".)

### **Schedule**

Designated Premises:

Designated Operation:

All restaurant and food or beverage service operations conducted or operated by or on behalf of any "insured".

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

---

### **DEFINITIONS**

---

With respect to "bodily injury" or "property damage" arising out of "products" in connection with the use of any premises described in the Schedule above, or with the conduct of any operation described in the Schedule above, Definition 26.a. is deleted and replaced by the following:

- a. "Products hazard" means "bodily injury" or "property damage" arising out of "products" after physical possession of the "products" has been relinquished to others.

## CERTIFIED TERRORISM LOSS

1. The following definitions are added:
  - a. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States:
    - 1) to be an act of terrorism;
    - 2) to be a violent act or an act that is dangerous to human life, property, or infrastructure;
    - 3) to have resulted in damage:
      - a) within the United States; or
      - b) to an air carrier (as defined in section 40102 of title 49, United States Code); to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or at the premises of any United States mission;
  - 4) to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion; and
  - 5) to have resulted in insured losses in excess of five million dollars in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended.
  - b. "Certified terrorism loss" means loss that results from a "certified act of terrorism".
2. The following provision is added:

If the Secretary of the Treasury determines that the aggregate amount of "certified terrorism loss" has exceeded one hundred billion dollars in a calendar year (January 1 through December 31), and "we" have met "our" insurer deductible under the Terrorism Risk Insurance Act, as amended, "we" will not pay for any portion of "certified terrorism loss" that exceeds one hundred billion dollars. If the "certified terrorism loss" exceeds one hundred billion dollars in a calendar year (January 1 through December 31), losses up to one hundred billion dollars are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury under the Terrorism Risk Insurance Act, as amended.

---

**CU 1301 01 15**

## **CIVIL UNIONS AMENDMENT COLORADO**

Throughout this policy, any reference to a spouse includes a person who is a party to a civil union, as defined by Colorado law.

Throughout this policy, any reference to a family member, relative, family relationship, or dependent includes a family member, relative, family relationship, or dependent of a party to a civil union, as defined by Colorado law.

## AMENDATORY ENDORSEMENT COLORADO

1. Under Conditions, condition 5. is deleted and replaced by the following:

**Cancellation And Nonrenewal** -- "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.

"We" may cancel this policy by written notice sent to "you" by first-class mail at "your" last mailing address known to "us". Proof of mailing will be sufficient proof of notice.

If this policy is in effect less than 60 days, "we" may cancel for any reason. "We" will give "you" notice at least ten days before cancellation is effective.

After this policy has been in effect 60 days or more, or if it is a renewal of a policy issued by "us" effective immediately, "we" may cancel only if one or more of the following reasons apply:

- a. nonpayment of premium;
- b. a false statement made by "you" on the application for insurance;
- c. a substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless "you" have notified "us" of the change and "we" accept such change; or
- d. such other reasons as the Commissioner may determine are reasonable and necessary.

If "we" cancel this policy for nonpayment of premium, "we" will mail "our" notice of cancellation to "you" at least ten days before the cancellation is effective. If "we" cancel this policy for any other reason after it has been in effect for 60 days or more, "we" will mail "our" notice to "you" at least 45 days in advance of cancellation. The notice will state the time that the cancellation is to take effect and will include the reasons for cancellation.

"Your" return premium, if any, will be calculated according to "our" rules. It will be refunded to "you" with the cancellation notice or within a reasonable time, but no more than 45 days after the effective date of cancellation. Payment or tender of the unearned premium is not a condition of cancellation.

If "we" decide not to renew this policy, "we" will mail "our" notice of nonrenewal to "you" by first-class mail at least 45 days before the policy expiration date. This provision does not apply if "you" fail to pay any premium deposit required for renewal or to any policy or coverage which has been in effect less than 60 days, unless it is a renewal policy.

Proof of mailing will be sufficient proof of notice.

2. Under Conditions, the following condition is added:

**Increase In Premium Or Decrease In Coverage** -- If "we" decide to increase the premium unilaterally or decrease the coverage benefits on renewal, "we" will mail "our" notice to "you" by first-class mail at least 45 days before the policy expiration date. The notice will be accompanied by the reasons for the increase in premium or decrease in coverage and state the renewal "terms" and the amount of premium due.

"We" may decrease the coverage during the term of the policy only if one of the reasons for cancellation applies. "Our" notice will include the reasons for the decrease. Proof of mailing will be sufficient proof of notice.