Fireman's Fund®

Umbrella Policy Declarations

SUO00032415325
Policy Number
SUO00032415325-12321-6
Certificate Number

12321-5
Renewal or Replacement of

Coverage is provided by:

Fireman's Fund Insurance Companies

Coverage is provided in the following company, a stock company
07 National Surety Corporation

ITEM ONE

Named Insured and Mailing Address:
The Docks on Old River Condo Assoc. Inc
c/o Key Concepts Realty, Inc.
13880 Perdido Key Drive
PENSACOLA, FL 32507

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

ITEM TWO

Policy Period: From 9/8/2020 to 9/8/2021
12:01 a.m. Standard Time at the Named Insured's address stated above.

ITEM THREE

Limits of Insurance are:
(a) Each Occurrence Limit: $15,000,000
(b) Aggregate Limit: $15,000,000

ITEM FOUR

SCHEDULE OF UNDERLYING INSURANCE:
This schedule is described within Form No. 178300-06-92 which forms a part of this policy's declarations.

ITEM FIVE

Premium:

Total Premium:	$1,313.00
Taxes:	$0.00
Policy/RPG Fee:	$263.00

Minimum Earned Premium: 25%
Includes Terrorism Risk Insurance Act - Certified Acts Coverage: Included

ITEM SIX

SCHEDULE OF ENDORSMENTS:
This schedule is described within Form No. 178250-04-04 which forms a part of this policy's declarations.

Producer Name and Address:
Trivedi - Capacity Assoc., LLC
1 International Blvd. 9th Floor, Suite 908
Mahwah, NJ 07495

Producer Number: 29-490-445

Countersigned by _____ Date of Issue: 7/13/2020
Authorized Representative

This declarations page is issued in conjunction with and forms a part of Policy Form 5400 10-03

Fireman's Fund®

CERTIFICATE NO. SUO00032415325-12321-6

Policy Period:	9/8/2020 To 9/8/2021
Effective Date	9/8/2020
Insured	HARP Inc
Policy Number	SUO00032415325
Date Issued	7/13/2020
Name of Company	National Surety Corporation

Who Is An Insured/Excess Follow-Form Coverage A And Umbrella Coverage B

The following is added as named insured:

The Docks on Old River Condo Assoc. Inc

The period of time for which this insured status applies:

begins at 12:01 AM standard time on:	9/8/2020
and ends at 12:01 AM standard time on:	9/8/2021

at the location(s) of the insured shown below:.

16310 Perdido Key Drive

PENSACOLA, FL 32507

The Limits of Insurance applicable to the insured are:

Excess Coverage Other Aggregate Limit:	$15,000,000
Umbrella Coverages Aggregate Limit:	$15,000,000
Products Completed Operations Aggregate Limit:	$15,000,000
Advertising Injury and Personal Injury Aggregate Limit:	$15,000,000
Each Occurrence Limit:	$15,000,000

Schedule Of Underlying Insurance

For the insured shown above, and subject to all the terms and conditions of Coverage/Excess Follow-Form Coverage A, this insurance follows form on to those coverages:

- which are indicated below by an X ; and
- for which policies of underlying insurance for at least the limits shown have been issued to and remain in force for such insured.

☒ Commercial General Liability:
$1,000,000 Per Occurrence
$2,000,000 General Aggregate (per location if more than one location)
$1,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal & Advertising Injury

Carrier: Aspen Specialty
Policy No: As Assigned by Carrier
Policy Period: 9/8/2020 to 9/8/2021

☐ Employee Benefits Liability:
$1,000,000 Per Claim
$1,000,000 Aggregate

Claims Made
Retroactive Date:
***Note retroactive date is the same as the policy inception date**

Carrier:
Policy No:
Policy Period:

Occurrence

☐ Liquor Liability:
$1,000,000 Each Common Cause
$1,000,000 Aggregate

Carrier:
Policy No:

☒ Commercial Automobile Liability:
$1,000,000 Combined Single Limit

Carrier: Aspen Specialty
Policy No: As Assigned by Carrier
Policy Period: 9/8/2020 To 9/8/2021

☒ Employers Liability:
$500,000 Each Accident
$500,000 Disease Policy Limit
$500,000 Disease Each Employee

Carrier: Associated Industries Ins. Co.
Policy No: As Assigned by Carrier

☐ Garage Keeper Legal Liability:
$1,000,000 Each Occurrence
$1,000,000 Aggregate

Carrier:
Policy No:

☒ Directors & Officers: (Condo/Co-Op)
$1,000,000 Each Claim
$1,000,000 Aggregate Per Association (Defense in addition to the limit)

Carrier: Great American
Policy No: As Assigned by Carrier

The following Condition is added.

Conditions

Continuation Of Coverage

In the event that the policy to which this endorsement attaches is cancelled midterm, coverage as provided under this endorsement will remain in effect:

- for the benefit of the named insured shown above; and
- for the term of insured status shown above (and will not be renewed);

as if the first named insured's policy had not been cancelled, unless such named insured requests earlier cancellation of this endorsement.

All other terms and conditions remain unchanged.

QUICK REFERENCE

THE FUND UMBRELLA®

This insurance is provided by one of THE FIREMAN'S FUND INSURANCE COMPANIES as shown on the Declarations Page. Our mailing address is: P.O. Box 777, Novato, California 94998.

At inception, The Fund Umbrella policy consists of: the Declarations, The Fund Umbrella policy form, and the endorsements listed on the Declarations.

DECLARATIONS PAGE

Policy Period; Named Insured; Limits of Insurance; Premium; Schedule of Primary Insurance; Listing of Endorsements

BEGINNING ON PAGE

SECTION I. EXCESS LIABILITY - COVERAGE A

A. Insuring Agreement 1
B. When We Will Have a Duty to Defend 1
C. Exclusions 2
D. Who Is An Insured 6
E. Limits of Insurance 6

SECTION II. UMBRELLA LIABILITY - COVERAGE B

A. Insuring Agreement 7
B. When We Will Have a Duty to Defend 8
C. Exclusions 9
D. Who Is An Insured 13
E. Limits of Insurance 15

SECTION III. SUPPLEMENTARY PAYMENTS 16

SECTION IV. CONDITIONS

A. Appeals 16
B. Bankruptcy 16
C. Cancellation 16
D. Changes 17
E. Conformity with Laws 17
F. Duties of Insureds in the Event of Occurrence, Claim or Suit 17
G. Maintenance of Primary Insurance 18
H. Payment of Loss Under this Policy 18
I. Premium 18
J. Titles or Captions 18
K. Transfer of Your Rights and Duties Under this Policy 18
L. Subrogation 19
M. Other Insurance 19
N. Separation of Insureds 19
O. Inspection and Audit 19
P. Unintentional Failure to Disclose 20
Q. Waiver of Subrogation Same as Primary 20

SECTION V. NUCLEAR ENERGY LIABILITY EXCLUSION 20

SECTION VI. DEFINITIONS 22

Read the entire policy carefully to determine rights, duties and what is and is not covered.

The words "you" and "your" refer to the **Named Insured** shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance. Other words and phrases that are boldfaced have special meaning. Refer to the DEFINITIONS and WHO IS AN INSURED sections.

By accepting this policy, you agree that:

1. The statements in the Declarations and Application are your agreements and representations;
2. Those statements are accurate and complete;
3. This policy is issued and continued in reliance upon the truth of those representations; and
4. This policy contains all agreements existing between you, us, and our agents, relating to this insurance.

SECTION I. EXCESS LIABILITY - COVERAGE A

A. COVERAGE A - INSURING AGREEMENT

1. We will pay on behalf of any **Insured** those sums in excess of **Primary Insurance** that any **Insured** becomes legally obligated to pay as damages or a **Covered Pollution Cost or Expense** provided that such damages and **Covered Pollution Cost or Expense**:
   a. Are covered by **Primary Insurance**;
   b. Arise from injury or damage that occurs, or from an offense committed, during our Policy Period; and
   c. Take place anywhere in the world.
2. The terms and conditions of **Primary Insurance** apply to Coverage A, unless they are inconsistent with any provision of this policy.
3. The amount we will pay is limited as described in Limits of Insurance.
4. a. Subject to Section I.B. and Section I.E.5., we will only pay defense expenses we incur in addition to the applicable Limits of Insurance.
   b. If we are prevented by law from investigating or settling any claim or defending any **Insured** against any **Suit**, we will pay any expense incurred by any **Insured** with our consent.

B. COVERAGE A - WHEN WE WILL HAVE A DUTY TO DEFEND

1. We will have the right and duty to defend any **Insured** against any **Suit** seeking damages or a **Covered Pollution Cost or Expense** to which Coverage A applies but only:
   a. After the applicable limits of insurance of **Primary Insurance** and **Other Insurance** cease to apply because of exhaustion by the payment of judgments or settlements, or because of exhaustion by the payment of defense expenses by the terms of that policy; and
   b. If no **Other Insurance** affording a defense or indemnity against such a **Suit** is available to any **Insured**.

   We will pay only those defense expenses we incur.

2. We have the right but not the duty, to associate with **Primary Insurers** in the defense and control of any **Occurrence**, claim or **Suit** to which we think Coverage A may apply.

3. At our discretion we may:

   a. Investigate any **Occurrence**, claim or **Suit**; or

   b. Settle any claim or **Suit**.

4. We have no duty to defend any **Insured** against any **Suit** seeking damages or a **Covered Pollution Cost or Expense**:

   a. To which Coverage A does not apply;

   b. After our applicable Limits of Insurance have been exhausted by the payment of judgments or settlements, or exhausted by the payment of defense expenses or reimbursements in the same manner as the terms of **Primary Insurance** or **Other Insurance**; or

   c. To which **Primary Insurance** or **Other Insurance**, by its terms, has no duty to defend provided that such **Primary Insurance** or **Other Insurance** does not defend for reasons other than the exhaustion of its limits of insurance.

C. COVERAGE A - EXCLUSIONS

Coverage A of this policy does not apply:

1. **ASBESTOS** - To any liability arising, in whole or in part, out of or in any way related to **Asbestos**.

2. **E.R.I.S.A.** - To any liability of any **Insured** under, or any claim based upon:

   a. The Employees' Retirement Income Securities Act (E.R.I.S.A.) of 1974 and any amendment thereto; or

   b. Similar provisions of any federal, state, or local statutory law or common law.

3. **WORKERS COMPENSATION AND SIMILAR LAWS** - To any obligation of any **Insured** under a Law of:

   a. Workers compensation;

   b. Disability benefits;

   c. Unemployment compensation; or

   d. Any similar law.

4. **POLLUTION**

   a. To any liability arising out of the actual, alleged or threatened, discharge, dispersal, seepage, migration, release or escape of **Pollutants**:

      (1) At or from any premises, site or location which is or was at any time:

         (a) Owned or occupied by; or

         (b) Rented or loaned to;

         any **Insured**;

      (2) At or from any premises, site or location which is or was at any time used by or for:

(a) Any **Insured**; or

(b) Others;

for the handling, storage, disposal, processing or treatment of waste;

(3) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(a) Any **Insured**; or

(b) Any person or organization for whom you may be legally responsible;

(4) At or from any premises, site or location on which any **Insured**, or any contractors or subcontractors working directly or indirectly on any **Insured's** behalf are performing operations:

(a) If the **Pollutants** are brought on or to such premises, site or location, in connection with such operations by such **Insured**, contractor or subcontractor; or

(b) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **Pollutants**;

(5) That are, or that are contained in, any property that is:

(a) Being transported or towed by, handled or handled for movement into, onto or from; any auto covered by **Primary Insurance**;

(b) Otherwise in the course of transit by or on behalf of any **Insured**; or

(c) Being stored, disposed of, treated or processed, in or upon any auto covered by **Primary Insurance**; or

(6) (a) Before the **Pollutants**, or any property in which the **Pollutants** are contained, are moved from the place where they are accepted by any **Insured** for movement into or onto any auto covered by **Primary Insurance**; or

(b) After the **Pollutants**, or any property in which the **Pollutants** are contained, are moved from any auto covered by **Primary Insurance** to the place where they are finally delivered, disposed of or abandoned by any **Insured**.

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

(1) Request, demand, order or statutory or regulatory requirement that any **Insured** or others:

(a) Test for, monitor, clean up, remove, contain, treat, detoxify or neutralize; or

(b) In any way respond to, or assess the effects of;

Pollutants; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of:

(a) Testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing; or

(b) In any way responding to, or assessing the effects of;

Pollutants.

This subsection 4.b. does not apply to:

(1) A **Covered Pollution Cost or Expense** to which Coverage A applies; or

(2) Liability for damages because of property damage that the **Insured** would have in the absence of such request, demand or order or statutory or regulatory requirement, or such claim or **Suit** by or on behalf of a governmental authority.

c. (1) HOSTILE FIRE - Subsections a.(1) and a.(4)(a) above do not apply to bodily injury or property damage arising out of heat, smoke or fumes from a **Hostile Fire**.

(2) MOBILE EQUIPMENT FUELS - Subsection a.(4)(a) above does not apply to bodily injury or property damage arising out of the escape of fuels, lubricants, or other operating fluids, which are needed to perform the normal electrical, hydraulic, or mechanical functions necessary for the operation of **Mobile Equipment** or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them.

This exception does not apply if:

(a) The fuels, lubricants or other operating fluids are intentionally discharged, dispersed or released; or

(b) Such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged or released as part of the operations being performed by such **Insured**, contractor or subcontractor.

(3) AUTO FUELS - Subsection a.(5) above does not apply to fuels, lubricants, fluids, exhaust gasses or other similar **Pollutants**, that are needed for or result from the normal electrical, hydraulic or mechanical functioning of any auto or its parts, covered by **Primary Insurance** if:

(a) The **Pollutants** escape, seep, migrate, or are discharged, dispersed or released directly from an auto part designed by its manufacturer to hold, store, receive or dispose of such **Pollutants**; and

(b) The bodily injury, property damage or **Covered Pollution Cost or Expense** does not arise out of the operation of any equipment listed in subsections 6.(b) and (c) of definition J. of **Mobile Equipment**, under SECTION VI. DEFINITIONS.

(4) AUTO UPSET/OVERTURN/DAMAGE - Subsection a.(6) above does not apply to **Occurrences** that occur away from premises owned by or rented to any **Insured** with respect to **Pollutants** not in or upon any auto covered by **Primary Insurance** if:

(a) The **Pollutants** or any property in which the **Pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of any auto covered by **Primary Insurance**; and

(b) The discharge, dispersal, seepage, migration, release or escape of the **Pollutants** is caused directly by such upset, overturn or damage.

(5) PRODUCTS/COMPLETED OPERATIONS - Subsection a. above does not apply to bodily injury or property damage included within the products-completed operations hazard provided that your product or your work has not at any time been:

(a) Discarded, dumped, abandoned, thrown away; or

(b) Treated or handled as waste;

by anyone.

(6) BUILDING HEATING EQUIPMENT - Subsection a.(1) above does not apply to bodily injury if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building.

(7) PESTICIDE OR HERBICIDE APPLICATOR - With respect to pesticide or herbicide application by any **Insured**, subsection a.(4)(a) above does not apply if the operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to those operations.

(8) CONTRACTORS - subsection a.(1) above does not apply to bodily injury or property damage for which you may be held liable if:

(a) You are a contractor; and

(b) The owner or lessee of such premises, site or location has been added to this policy as an additional **Insured** with respect to your ongoing operations performed for that additional **Insured** at that premises, site or location; and

(c) Such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any **Insured**, other than the owner or lessee of that premises who has been added to the policy as an additional **Insured**.

(9) MATERIALS - Subsection a.(4)(a) above does not apply to bodily injury or property damage sustained within a building and caused by the release of gasses fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor.

5. **EMPLOYMENT PRACTICES** - To any liability arising out of any employment-related or personnel practices, policies, acts or omissions. This includes, but is not limited to:

a. Refusal to employ;

b. Termination of employment;

c. Coercion, criticism, demotion, failure to promote, evaluation, reassignment, discipline, defamation, self-defamation, harassment, humiliation, discrimination, libel, slander, false arrest and imprisonment, or violation of a person's right of privacy; or

d. Any consequential injury or damages as a result of a., b. or c. above.

This exclusion applies:

a. To all claims, demands, charges, complaints or **Suits** by any person(s) or organization(s) for damages because of such injury or liability, including damages for care and loss of services;

b. Whether any **Insured** may be held liable as an employer or in any other capacity either directly or indirectly related to employment; and

c. To any obligation to share damages with or repay someone else who must pay damages because of such injury or liability.

6. **WAR** - To any liability arising, directly or indirectly, out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. COVERAGE A - WHO IS AN INSURED

Each of the following is an **Insured** under Coverage A:

1. NAMED INSURED - Any person or organization shown in the Named Insured section of our Declarations.

2. NEWLY ACQUIRED OR FORMED ORGANIZATIONS - Any organization you newly acquire or form during our Policy Period. However, Coverage A does not apply to any injury, damage or **Occurrence**, which took place or was committed before you acquired or formed the organization.

3. PERSONS OR ORGANIZATIONS INSURED IN PRIMARY POLICIES - Any person or organization that is an insured in **Primary Policies**. However, any person or organization that becomes an insured in **Primary Policies** after the inception date of our policy is an **Insured** under Coverage A of our policy only if, prior to the time of an **Occurrence**, you agreed in a written contract to provide such insurance as is afforded by Coverage A of this policy.

E. COVERAGE A - LIMITS OF INSURANCE

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

   a. Coverages provided by this policy;

   b. **Insureds**;

   c. Claims made or **Suits** brought; or

   d. Persons or organizations making claims or bringing **Suits**.

2. OCCURRENCE LIMIT

   a. The "each occurrence" limit shown in our Declarations is the most we will pay under Coverages A and B combined, for the sum of damages and **Covered Pollution Cost or Expense** arising out of any one **Occurrence**.

      Any amount we pay for damages or a **Covered Pollution Cost or Expense** arising out of an **Occurrence** will reduce or exhaust the amount of our applicable aggregate Limit of Insurance available for payment of damages or a **Covered Pollution Cost or Expense** arising out of any other **Occurrence**.

   b. Coverage A applies only in excess of the Limit of Insurance shown in our Schedule of Primary Insurance. But if a **Primary Policy** has a limit of insurance:

      (1) Greater than the amount shown, our policy applies excess of the greater amount; or

      (2) Less than the amount shown, our policy applies excess of the amount shown in our Schedule.

   c. If the limit of insurance of a **Primary Policy** is:

(1) Reduced; or

(2) Exhausted;

by payment of judgments or settlements arising out of **Occurrences**, Coverage A will apply in excess of such reduced or exhausted limit of insurance.

3. SAME BASIS AGGREGATE LIMIT - The Limit of Insurance shown in our Declarations as "aggregate" is the most we will pay under Coverage A for the sum of damages and **Covered Pollution Cost or Expense**. Our aggregate limit will apply only when a **Primary Policy** applies an aggregate limit, and will apply on the same basis as a **Primary Policy**.

4. POLICY PERIOD EXTENSIONS - The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the Policy Period shown in the Declarations. However, if we extend our Policy Period after this policy is issued, we will consider the additional period as part of the last preceding annual period for purposes of determining the Limits of Insurance.

5. SAME BASIS DEFENSE EXPENSES - If the limits of insurance of any **Primary Policy** or **Other Insurance** are reduced by defense expenses by the terms of that policy then any defense expense payments we make to defend any **Insured** or reimbursements we make to any **Insured** for defense expenses will reduce our applicable Limits of Insurance in the same manner.

SECTION II. UMBRELLA LIABILITY - COVERAGE B

A. COVERAGE B - INSURING AGREEMENT

1. We will pay on behalf of any **Insured** those sums that any **Insured**:

   a. Becomes legally obligated to pay as damages because of **Bodily Injury** or **Property Damage**, but only if:

      (1) The **Bodily Injury** or **Property Damage** occurs during our Policy Period;

      (2) The **Bodily Injury** or **Property Damage** is caused by an **Occurrence**; and

      (3) Prior to the Policy Period, no **Insured**, and no **Employee** authorized by you to give or receive notice of an **Occurrence** or claim, knew that the **Bodily Injury** or **Property Damage** had occurred, in whole or in part. If such an **Insured** or authorized **Employee** knew, prior to the Policy Period, that the **Bodily Injury** or **Property Damage** occurred, then any continuation, change or resumption of such **Bodily Injury** or **Property Damage** during or after the Policy Period will be deemed to have been known prior to the Policy Period.

   However, under this subsection A.1.a.:

   (1) **Bodily Injury** or **Property Damage** which occurs during the Policy Period and was not, prior to the Policy Period known to have occurred by any **Insured** or by any **Employee** authorized by you to give or receive notice of an **Occurrence** or claim, includes any continuation, change or resumption of that **Bodily Injury** or **Property Damage** after the end of the Policy Period.

   (2) **Bodily Injury** or **Property Damage** will be deemed to have been known to have occurred at the earliest time when any **Insured**, or any **Employee** authorized by you to give or receive notice of an **Occurrence** or claim:

(a) Reports all, or any part, of the **Bodily Injury** or **Property Damage** to us or any other insurer;

(b) Receives a written or verbal demand or claim for damages because of the **Bodily Injury** or **Property Damage**; or

(c) Becomes aware by any other means that **Bodily Injury** or **Property Damage** has occurred or has begun to occur.

b. Becomes legally obligated to pay as damages because of **Personal and Advertising Injury** but only if:

(1) Caused by an offense arising out of your business; and

(2) The offense was committed during our Policy Period.

The Policy Period for this policy may be comprised of more than one consecutive annual period. However, whether or not this policy of insurance applies to more than one consecutive annual period the most we will pay for all damages for **Personal and Advertising Injury** arising out of an offense committed during one annual period is the Limits of Insurance available under that one annual period. This provision applies even if the **Personal and Advertising Injury** which arises from an offense committed during one annual period continues or progressively deteriorates into a subsequent annual period(s).

2. Coverage B does not apply to any claim or **Suit**:

a. Which is covered by **Primary Insurance** or Coverage A of this policy; or

b. Which would have been covered by **Primary Insurance** or Coverage A of this policy except for the exhaustion of the limits of such insurance.

3. Damages because of **Bodily Injury** include damages claimed by any person or organization for care, loss of services or death resulting at any time from the **Bodily Injury**.

4. Coverage B applies anywhere in the world.

5. The amount we will pay is limited as described in Limits of Insurance.

6. a. Subject to Section II.B. and Section II.E.5., we will only pay defense expenses we incur in addition to the applicable Limits of Insurance.

b. If we are prevented by law from investigating or settling any claim or defending any **Insured** against any **Suit**, we will pay any expense incurred by any **Insured** with our consent.

B. COVERAGE B - WHEN WE WILL HAVE A DUTY TO DEFEND

1. We will have the right and duty to defend any **Insured** against any **Suit**, seeking damages to which Coverage B applies, but only:

a. If Coverage A or **Primary Insurance** does not apply or owe a duty of defense against such a **Suit**; and

b. If no **Other Insurance** affording a defense or indemnity against such a **Suit** is available to any **Insured**.

We will pay only those defense expenses we incur.

2. We have the right but not the duty, to associate with **Other Insurance** insurers in the defense and control of any **Occurrence**, claim or **Suit** to which we think Coverage B may apply.

3. At our discretion we may:

   a. Investigate any **Occurrence**, claim or **Suit**; and

   b. Settle any claim or **Suit**.

4. We have no duty to defend any **Insured** against any **Suit** seeking damages:

   a. To which Coverage B does not apply;

   b. After our applicable Limits of Insurance have been exhausted by the payment of judgments or settlements, or exhausted by the payment of defense expenses in the same manner as the terms of **Other Insurance**; or

   c. To which any **Other Insurance**, by its terms, has no duty to defend provided that such **Other Insurance** does not defend for reasons other than the exhaustion of its limits of insurance.

C. COVERAGE B - EXCLUSIONS

Coverage B of this policy does not apply:

1. **AIRCRAFT** - To any liability arising out of the ownership, maintenance, operation, use, entrustment to others, loading or unloading of any aircraft:

   a. Owned, leased, hired, rented or borrowed by or on behalf of you; or

   b. Chartered without crew by or on behalf of you.

   This exclusion:

   a. Applies even if the claims against any **Insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**; and

   b. Does not apply to liability assumed under an **Insured Contract**.

2. **PERSONAL AND ADVERTISING INJURY** - To **Personal and Advertising Injury**:

   a. Caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **Personal and Advertising Injury**.

   b. Arising out of oral or written publication of material, if done by or at the direction of the **Insured** with knowledge of its falsity.

   c. Arising out of oral or written publication of material whose first publication took place before the beginning of the Policy Period.

   d. Arising out of a criminal act committed by or at the direction of the **Insured**.

   e. Arising out of a breach of contract, except an implied contract to use another's advertising idea in your **Advertisement**.

   f. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your **Advertisement**.

   g. Arising out of the wrong description of the price of goods, products or services stated in your **Advertisement**.

h. Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. However, this exclusion does not apply to infringement, in your **Advertisement**, of copyright, trade dress or slogan.

i. Committed by an **Insured** whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web-sites for others; or

(3) An internet search, access, content or service provider.

However, this exclusion i. does not apply to subsections 1., 2. and 3. of definition N. Personal and Advertising Injury, under SECTION VI. DEFINITIONS.

For the purposes of this exclusion i., the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

j. Arising out of an electronic chatroom or bulletin board the **Insured** hosts, owns, or over which the **Insured** exercises control.

k. Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

3. **ASBESTOS** - To any liability arising, in whole or in part, out of or in any way related to **Asbestos**.

4. **CONTRACTUAL LIABILITY** - To any liability for which any **Insured** is obligated to pay damages by reason of the assumption of liability in any contract or agreement. This exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an **Insured Contract**, provided the **Bodily Injury**, **Personal and Advertising Injury** or **Property Damage** occurs after the execution of the contract or agreement; or

b. That the **Insured** would have in the absence of the contract or agreement.

5. **DAMAGE TO INSURED'S PROPERTY** - To **Property Damage** to property of one **Insured** in the care, custody or control of another **Insured**.

6. **DAMAGE TO YOUR PRODUCT OR WORK** - To **Property Damage** to:

a. **Your Product** arising out of it or any part of it; or

b. **Your Work** arising out of it or any part of it and included in the **Products-Completed Operations Hazard**. This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

7. **EMPLOYMENT PRACTICES** - To any liability arising out of any employment-related or personnel practices, policies, acts or omissions. This includes, but is not limited to:

a. Refusal to employ;

b. Termination of employment;

c. Coercion, criticism, demotion, failure to promote, evaluation, reassignment, discipline, defamation, self-defamation, harassment, humiliation, discrimination, libel, slander, false arrest or imprisonment, and violation of a person's right of privacy; or

d. Any consequential injury or damages as a result of a., b. or c. above.

This exclusion applies:

a. To all claims, demands, charges, complaints or **Suits** by any person(s) or organization(s) for damages because of such injury or liability, including damages for care and loss of services;

b. Whether any **Insured** may be held liable as an employer or in any other capacity either directly or indirectly related to employment; and

c. To any obligation to share damages with or repay someone else who must pay damages because of such injury or liability.

8. **E.R.I.S.A.** - To any liability of any **Insured** under, or any claim based upon:

a. The Employees' Retirement Income Securities Act (E.R.I.S.A.) of 1974 and any amendment thereto; or

b. Similar provisions of any federal, state, or local statutory law or common law.

9. **EXPECTED OR INTENDED** - To **Bodily Injury** or **Property Damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **Bodily Injury** or **Property Damage** which results from the use of reasonable force to protect persons or property.

10. **IMPAIRED PROPERTY** - To **Property Damage** to **Impaired Property** or property that has not been physically injured arising out of:

a. A defect, deficiency, inadequacy or dangerous condition in **Your Product** or **Your Work**; or

b. A delay or failure by any **Insured** or anyone acting on any **Insured's** behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **Your Product** or **Your Work** after it has been put to its intended use.

11. **WAR** - To any liability arising, directly or indirectly, out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

12. **POLLUTION**

a. To any liability arising out of the actual, alleged or threatened, discharge, dispersal seepage, migration, release or escape of **Pollutants**:

(1) At or from any premises, site or location which is or was at any time:

(a) Owned or occupied by; or

(b) Rented or loaned to;

any **Insured**;

(2) At or from any premises, site or location which is or was at any time used by or for:

(a) Any **Insured**; or

(b) Others;

for the handling, storage, disposal, processing or treatment of waste;

(3) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(a) Any **Insured**; or

(b) Any person or organization for whom you may be legally responsible; or

(4) At or from any premises, site or location on which any **Insured**, or any contractors or subcontractors working directly or indirectly on any **Insured's** behalf are performing operations:

(a) If the **Pollutants** are brought on or to such premises, site or location, in connection with such operations by such **Insured**, contractor or subcontractor; or

(b) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**;

(5) That are, or that are contained in, any property that is:

(a) Being transported or towed by, handled, or handled for movement into, onto, or from, any **Auto** covered by Coverage B;

(b) Otherwise in the course of transit by or on behalf of any **Insured**; or

(c) Being stored, disposed of, treated or processed in or upon any **Auto** covered by Coverage B;

(6) (a) Before the **Pollutants** or any property in which the **Pollutants** are contained are moved from the place where they are accepted by any **Insured** for movement into or onto any **Auto** covered by Coverage B; or

(b) After the **Pollutants** or any property in which the **Pollutants** are contained are moved from any **Auto** covered by Coverage B to the place where they are finally delivered, disposed of or abandoned by any **Insured**.

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

(1) Request, demand, order or statutory or regulatory requirement that any **Insured** or others:

(a) Test for, monitor, clean up, remove, contain, treat, detoxify or neutralize; or

(b) In any way respond to, or assess the effects of;

Pollutants; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of:

(a) Testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing; or

(b) In any way responding to, or assessing the effects of;

Pollutants.

This subsection 12.b. does not apply to liability for damages because of **Property Damage** that the **Insured** would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or **Suit** by or on behalf of a governmental authority.

c. HOSTILE FIRE - Subsections a.(1) and a.(4)(a) above do not apply to **Bodily Injury** or **Property Damage** arising out of heat, smoke or fumes from a **Hostile Fire**.

13. **RECALL OF PRODUCTS** - To damages claimed for any loss, cost or expense incurred by any **Insured** or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

    a. **Your Product**;

    b. **Your Work**; or

    c. **Impaired Property**;

    if such product, work or property is withdrawn or recalled:

    a. From the market; or

    b. From use;

    by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

14. **WORKERS COMPENSATION AND SIMILAR LAWS** - To any obligation of any **Insured** under a law of:

    a. Workers compensation;

    b. Disability benefits;

    c. Unemployment compensation; or

    d. Any similar laws.

D. COVERAGE B - WHO IS AN INSURED

1. Each of the following is an **Insured** under Coverage B:

    a. NAMED INSURED - Any person or organization shown in the Named Insured section of our Declarations and:

        (1) If you are an individual, you and your spouse are **Insureds**, but only with respect to the conduct of a business of which you are the sole owner.

        (2) If you are a partnership or joint venture, you, your members, your partners and their spouses are **Insureds**, but only with respect to the conduct of your business.

        (3) If you are a limited liability company, your members are **Insureds**, but only with respect to the conduct of your business. Your managers are **Insureds**, but only with respect to their duties as your managers.

        (4) If you are an organization other than a partnership, joint venture or limited liability company, your executive officers and directors are **Insureds**, but only with respect to their duties as your officers or directors. Your stockholders are **Insureds**, but only with respect to their liability as stockholders.

(5) If you are a trust, your trustees are **Insureds**, but only with respect to their duties as trustees.

b. NEWLY ACQUIRED OR FORMED ORGANIZATIONS - Any organization you acquire or form during our Policy Period other than a partnership, joint venture or limited liability company. But Coverage B applies only:

(1) If you maintain majority ownership or majority interest in such organization; and

(2) To an injury, damage or **Occurrence**, that took place or was committed after you acquired or formed the organization.

c. SUBSIDIARIES - Any subsidiary you wholly own, either directly or indirectly, at the inception of our policy.

d. REAL ESTATE MANAGERS - Any person or any organization while acting as your real estate manager.

e. CUSTODIANS - Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

f. LEGAL REPRESENTATIVES- Your legal representative if you die, but only with respect to their duties as such.

g. Your **Volunteer Workers** but only while performing duties related to the conduct of your business, or your **Employees**, other than:

(1) Your **Executive Officers** (if you are an organization other than a partnership, joint venture or limited liability company); or

(2) Your managers (if you are a limited liability company);

are **Insureds**, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these **Employees** or **Volunteer Workers** are **Insureds** for injury:

(a) To you;

(b) To your partners or members (if you are a partnership or joint venture);

(c) To your members (if you are a limited liability company);

(d) To a co-**Employee** while in the course of his or her employment or performing duties related to the conduct of your business;

(e) To your other **Volunteer Workers** while performing duties related to the conduct of your business;

(f) To the spouse, child, parent, brother or sister of that co-**Employee** or **Volunteer Worker** as a consequence of subsections (a) through (e) above;

(g) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in subsections (a) through (f) above; or

(h) Arising out of his or her providing or failing to provide professional health care services.

2. The following persons and organizations are not **Insureds** under Coverage B:

No person or organization is an **Insured** with respect to the conduct of any current, past or newly acquired or formed:

a. Partnership;

b. Joint venture; or

c. Limited liability company;

that is not shown as a **Named Insured** in our Declarations.

E. COVERAGE B - LIMITS OF INSURANCE

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

a. Coverages provided by this policy;

b. **Insureds**;

c. Claims made or **Suits** brought; or

d. Persons or organizations making claims or bringing **Suits**.

2. OCCURRENCE LIMIT - The "each occurrence" limit shown in our Declarations is the most we will pay under Coverages A and B combined, for the sum of damages and **Covered Pollution Cost or Expense** arising out of any one **Occurrence**.

Any amount we pay for damages or **Covered Pollution Cost of Expense** arising out of an **Occurrence** will reduce or exhaust the amount of our applicable aggregate Limit of Insurance available for payment of damages or **Covered Pollution Cost or Expense** arising out of any other **Occurrence**.

3. AGGREGATE LIMIT - The Limit of Insurance shown in our Declarations as "aggregate" is the most we will pay under Coverage B, and applies separately for each of the following:

a. GENERAL AGGREGATE - Our aggregate limit is the most we will pay for the sum of damages except for damages under subsections b. and c. below.

b. PRODUCTS AND COMPLETED OPERATIONS AGGREGATE - Our aggregate limit is the most we will pay for damages included in the **Products-Completed Operations Hazard**.

c. OCCUPATIONAL DISEASE AGGREGATE - Our aggregate limit is the most we will pay for damages arising out of injury by disease to your officers or **Employees**.

4. POLICY PERIOD EXTENSIONS - The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the Policy Period shown in the Declarations. However, if we extend our Policy Period after this policy is issued, we will consider the additional period as part of the last preceding period for purposes of determining the Limits of Insurance.

5. SAME BASIS DEFENSE EXPENSES - If the limits of Insurance of any **Primary Insurance** or **Other Insurance** are reduced by defense expenses by the terms of that policy then any

defense expense payments we make to defend any **Insured** will reduce our applicable Limits of Insurance in the same manner.

SECTION III. SUPPLEMENTARY PAYMENTS

When we have the duty under this policy to defend any **Insured** against any **Suit**, we will pay the following expenses in addition to our Limit of Insurance to the extent that they are not covered by **Primary Insurance** or **Other Insurance** by the terms of that insurance:

1. Costs taxed against any **Insured** in the **Suit**.

2. Up to $2000 for cost of bail bonds required. We do not have to furnish these bonds.

3. The cost of bonds to release attachments, but only for bond amounts within our applicable Limit of Insurance. We do not have to furnish these bonds.

4. Reasonable expenses incurred by any **Insured** when we request the **Insured** to assist us in the investigation of the claim or defense of the **Suit**. This includes actual loss of earnings up to $500 a day, because of time off from work.

5. Prejudgment interest awarded against any **Insured** on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance we will not pay any prejudgment interest based on that period of time after the offer.

6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our applicable Limit of Insurance.

SECTION IV. CONDITIONS

A. APPEALS - If any **Primary Insurer** elects not to appeal a judgment in excess of the amount of the **Primary Insurance** or **Other Insurance**, we may elect to appeal. If we appeal, we will pay the expenses of such appeal. Such payments will not reduce our Limits of Insurance.

B. BANKRUPTCY

1. Bankruptcy or insolvency of any **Insured** or **Insured's** estate does not relieve us of our obligations under this policy.

2. If any **Primary Insurer** becomes bankrupt or insolvent, this policy:

   a. Does not replace such **Primary Insurance**; and

   b. Applies as though such **Primary Insurance** were available and collectible.

C. CANCELLATION

1. The **First Named Insured** may cancel this policy by mailing or delivering advance written notice to us, or the agent or broker of record. The Policy Period will end on the effective date requested.

2. We may cancel this policy by mailing by first class or certified mail to the **First Named Insured** and to the agent or broker of record, at their last addresses known to us, written notice of cancellation stating the reason for cancellation, at least:

a. Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. Ninety (90) days before the effective date of cancellation if we cancel for any other reason.

3. Notice of cancellation will state the effective date of cancellation. The Policy Period will end on the date of cancellation.

4. If this policy is cancelled, we will send the **First Named Insured** any premium refund due.

   a. If we cancel, the refund will be pro rata unearned premium.

   b. If the **First Named Insured** cancels, the refund may be less than pro rata.

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

5. A post office certificate of mailing or a certified mail receipt will be sufficient proof of mailing of notice.

D. CHANGES - The **First Named Insured** is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by a written endorsement issued by us and made a part of this policy.

E. CONFORMITY WITH LAWS - Any terms of this policy which are in conflict with the laws of the state or Canadian province where this policy is issued are amended to conform to such laws.

F. DUTIES OF INSUREDS IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT

You must see to it that:

1. We are notified as soon as practicable:

   a. Of any **Occurrence** which may result in a claim under this policy, when the **Occurrence** is known to:

      (1) You, if you are an individual;

      (2) Your partner, if you are a partnership;

      (3) Your member, if you are a joint venture;

      (4) Your member or manager, if you are a limited liability company; or

      (5) Your officer or insurance manager, if you are an organization other than a partnership or joint venture; and

   b. If a claim is made or **Suit** is brought against any **Insured**.

2. **Insureds**:

   a. Cooperate with us in the investigation or settlement of any claim, or defense of any **Insured** against any **Suit**;

   b. Enforce any right, upon our request, against any person or organization which may be liable to any **Insured** because of injury or damage to which this policy applies; and

   c. Make no admission of liability, incur no expense other than first aid, and assume no obligation, without our consent.

3. In jurisdictions in which we are prevented from investigating, defending or settling a claim, or defending any **Insured** against any **Suit**, you must make or cause to be made such investigation, defense or settlement as may be reasonably necessary. However, settlement requires our prior written authorization. Also, you must see to it that **Insureds** continue to comply with their duty to cooperate in the defense.

G. MAINTENANCE OF PRIMARY INSURANCE

While this policy is in effect you agree:

1. To maintain **Primary Insurance** in full force, except for the reduction of limits of insurance due to the payment of judgments or settlements;

2. The terms and conditions of **Primary Insurance** will not materially change; and

3. Renewals or replacements of **Primary Insurance** will not materially change from the expiring **Primary Insurance.**

If you fail to comply with the above this policy shall apply as if **Primary Insurance** had been so maintained.

H. PAYMENT OF LOSS UNDER THIS POLICY - This policy will not apply until the **Insured** or the **Primary Insurer** is obligated to pay the full amount of the **Primary Insurance** limits of insurance. When the amount of judgment or settlement has finally been determined, we will promptly pay on behalf of the **Insured** the amount of damages which falls within the terms of this policy.

I. PREMIUM

1. The **First Named Insured**:

   a. Is responsible for the payment of all premiums; and

   b. Will be the payee for any return premiums.

2. The Advance Premium for this policy is shown in the Declarations. It is not subject to adjustment unless the Basis of Premium shown in the Declarations is other than: "flat charge".

3. If the Advance Premium is subject to adjustment, the earned premium will be determined at the end of our Policy Period. If the earned premium is:

   a. More than the Advance Premium, the **First Named Insured** will pay the excess to us; or

   b. Less than the Advance Premium, we will return to the **First Named Insured** the unearned portion. However, the earned premium is subject to the Annual Minimum Premium shown in our Declarations for each twelve (12) months of our Policy Period.

J. TITLES OR CAPTIONS - The titles or captions used in this policy are solely for convenience or reference. They do not affect the provisions to which they relate.

K. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY - Your rights and duties under this policy may not be transferred without our written consent. If you die, your rights and duties are transferred to your legal representative but only while they are acting within the scope of their duties as such. Until one is appointed, anyone having proper temporary custody of your property will have your rights and duties with respect to that property.

L. SUBROGATION

1. If any **Insured** has rights to recover all or part of any payment we make under this policy, those rights are transferred to us. The **Insured** must do nothing after loss to impair them. At our request, the **Insured** will bring **Suit** or transfer those rights to us and help us enforce them.

2. Any recoveries shall be distributed as follows:

   a. First, we shall be entitled to recover to the extent of our payment; and

   b. Next, any remaining amounts shall be paid to the **Primary Insurers** or any other party to the extent of their payment.

   c. The expenses of the recovery will be distributed in proportion to the share of each party's recovery. But, if we conduct the recovery proceedings by ourselves:

      (1) We will pay all expenses; and

      (2) If we make a recovery, we will be reimbursed in full from the recovery for our expenses before the recovery is distributed.

M. OTHER INSURANCE - If there is any **Other Insurance** available to any **Insured**, this policy applies excess of and does not contribute with such **Other Insurance**. However:

1. At your option, our policy will apply before **Other Insurance** applies when you agree in a written **Insured Contract** prior to the time of an **Occurrence** that such insurance as is afforded by this policy will apply in that manner.

2. This does not apply if the **Other Insurance** is specifically written to be excess over this policy.

N. SEPARATION OF INSUREDS - Except with respect to the Limits of Insurance and any rights or duties specifically assigned to the **First Named Insured**, this insurance applies:

1. As if each **Named Insured** were the only **Named Insured**; and

2. Separately to each **Insured** against whom claim is made or **Suit** is brought.

O. INSPECTION AND AUDIT

1. We have the right but not the duty to:

   a. Make inspections and surveys at any time;

   b. Give you reports on the conditions we find; and

   c. Recommend changes.

2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not:

   a. Make safety inspections;

   b. Undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public; or

   c. Warrant that conditions are:

      (1) Safe or healthful; or

(2) Comply with laws, regulations, codes or standards.

3. This condition applies:

   a. To us; and

   b. To any rating, advisory, rate service or similar organization, which makes insurance inspections, surveys, reports or recommendations.

4. We may examine and audit your books and records as they relate to this policy:

   a. At any time during our Policy Period; and

   b. Up to one hundred eighty (180) days afterward.

P. UNINTENTIONAL FAILURE TO DISCLOSE - If you unintentionally fail to disclose to us all of:

1. **Your Products**;

2. **Your Work**; or

3. Property owned or used by you;

which exist at the inception date of this policy, we will not deny coverage under this policy because of such failure.

Q. WAIVER OF SUBROGATION SAME AS PRIMARY - If you and the **Primary Insurer**, prior to the time of an **Occurrence**, waive any right of recovery against a specific person or organization for injury or damage, we will also waive any rights we may have against such person or organization.

SECTION V. NUCLEAR ENERGY LIABILITY EXCLUSION

A. The policy does not apply:

1. Under any coverage, to injury, sickness, disease, death or destruction:

   a. With respect to which any **Insured** under this policy is also an insured under a nuclear energy liability policy issued by:

      (1) Nuclear Energy Liability Insurance Association;

      (2) Mutual Atomic Energy Liability Underwriters; or

      (3) Nuclear Insurance Association of Canada;

      or would be insured under any such policy but for its termination upon exhaustion of its limit of liability; or

   b. Resulting from the "Hazardous Properties" of "Nuclear Material" and with respect to which:

      (1) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

      (2) Any **Insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

2. Under any liability coverage, to injury, sickness, disease, death or destruction resulting from the "Hazardous Properties" of "Nuclear Material", if:

   a. The "Nuclear Material":

      (1) Is at any "Nuclear Facility" owned by, or operated by or on behalf of, any **Insured**, or

      (2) Has been discharged or dispersed therefrom;

   b. The "Nuclear Material" is contained in "Spent Fuel" or "Waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of any **Insured**; or

   c. The injury, sickness, disease, death or destruction arises out of the furnishing by any **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, subsection c. applies only to injury to or destruction of property at such "Nuclear Facility".

B. As used in this exclusion:

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

2. "Nuclear Material" means "Source Material", "Special Nuclear Material" or "By-Product Material".

3. "Source Material", "Special Nuclear Material", and "By-Product Material" have the meaning given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

4. "Spent Fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "Nuclear Reactor".

5. "Waste" means any material which:

   a. Contains "By-Product Material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium, from any ore processed primarily for its Source Material content; and

   b. Results from the operation by any person or organization of any "Nuclear Facility" included under a. and b. of the definition of "Nuclear Facility".

6. "Nuclear Facility" means:

   a. Any "Nuclear Reactor";

   b. Any equipment or device designed or used for:

      (1) Separating the isotopes of uranium or plutonium;

      (2) Processing or utilizing "Spent Fuel"; or

      (3) Handling, processing or packaging "Waste";

   c. Any equipment or device used for processing, fabricating or alloying of "Special Nuclear Material" if, at any time, the total amount of such material in the custody of any **Insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of:

      (1) Plutonium; or

(2) Uranium 233; or

any combination thereof, or more than 250 grams of uranium 235;

d. Any structure, basin, excavation, premises or place, prepared or used for the storage or disposal of "Waste";

and includes:

a. The site on which any of the foregoing is located;

b. All operations conducted on such site; and

c. All premises used for such operations.

7. "Nuclear Reactor" means any apparatus designed or used to:

a. Sustain nuclear fission in a self-supporting chain reaction; or

b. Contain a critical mass of fissionable material.

8. With respect to injury to or destruction of property, the words "injury" or "destruction" include all forms of radioactive contamination of property.

SECTION VI. DEFINITIONS

A. ADVERTISEMENT under Coverage B, means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers and supporters. For the purposes of this definition:

1. Notices that are broadcast or published include material placed on the Internet or on similar electronic means of communication; and

2. Regarding web-sites, only that part of a web-site that relates to your goods, products or services for the purposes of attracting customers or supporters is considered an **Advertisement**.

B. ASBESTOS under Coverages A and B, includes but is not limited to: asbestos, asbestos products, asbestos fibers, asbestos dust, and asbestos contained in products or materials.

C. AUTO under Coverage B, means a land motor vehicle, trailer, or semitrailer designed for travel on public roads, including any attached machinery or equipment. But **Auto** does not include **Mobile Equipment**.

D. BODILY INJURY under Coverage B, means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

E. COVERED POLLUTION COST OR EXPENSE under Coverage A, means any cost or expense arising out of any:

1. Request, demand, order or statutory or regulatory requirement; or

2. Claim or **Suit** by or on behalf of a governmental authority;

demanding that the **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**.

Covered Pollution Cost or Expense does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants**:

1. That are, or that are contained in any property that is:

   a. Being transported or towed by, handled, or handled for movement into, onto or from, any **Auto** covered by this policy;

   b. Otherwise in the course of transit by or on behalf of any **Insured**;

   c. Being stored, disposed of, treated or processed in or upon any **Auto** covered by this policy;

2. Before the **Pollutants**, or any property in which the **Pollutants** are contained, are moved from the place where they are accepted by any **Insured** for movement into or onto any **Auto** covered by this policy; or

3. After the **Pollutants**, or any property in which the **Pollutants** are contained, are moved from any **Auto** covered by this policy to the place where they are finally delivered, disposed of or abandoned by any **Insured**.

Subsection 1. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar **Pollutants**, that are needed for or result from the normal electrical, hydraulic or mechanical functioning of any **Auto** covered by this policy, or its parts, if:

a. The **Pollutants** escape, seep, migrate, or are discharged, dispersed or released directly from an **Auto** part designed by its manufacturer to hold, store, receive or dispose of such **Pollutants**; and

b. The **Bodily Injury**, **Property Damage** or **Covered Pollution Cost or Expense** does not arise out of the operation of any equipment listed in subsections 6.b. or c. of the definition of **Mobile Equipment**.

Subsections 2. and 3. above do not apply to **Occurrences** that occur away from premises owned by or rented to any **Insured** with respect to **Pollutants** not in or upon any **Auto** covered by this policy if:

a. The **Pollutants** or any property in which the **Pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of any **Auto** covered by this policy; and

b. The discharge, dispersal, seepage, migration, release or escape of the **Pollutants** is caused directly by such upset, overturn or damage.

F. FIRST NAMED INSURED under Coverages A and B, means the person or organization shown first in the Named Insured section of our Declarations.

G. HOSTILE FIRE under Coverages A and B, means one which becomes uncontrollable or breaks out from where it was intended to be.

H. IMPAIRED PROPERTY under Coverage B, means tangible property, other than **Your Product** or **Your Work**, that cannot be used or is less useful because:

1. It incorporates **Your Product** or **Your Work** that is known or thought to be defective, deficient, inadequate or dangerous; or

2. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

1. The repair, replacement, adjustment or removal of **Your Product** or **Your Work**; or

2. Your fulfilling the terms of the contract or agreement.

I. INSURED CONTRACT under Coverage B, means:

1. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an **Insured Contract**;

2. A sidetrack agreement;

3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. An elevator maintenance agreement;

6. That part of any contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for **Bodily Injury**, **Personal and Advertising Injury** or **Property Damage** to a third person or organization. "Tort liability" means a liability that would be imposed by law in the absence of any contract or agreement.

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

   a. That indemnifies a railroad for liability arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

   b. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

      (1) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports surveys, field orders, change orders or drawings and specifications; or

      (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

   c. Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the **Insured's** rendering or failure to render professional services, including those listed in b. above and supervisory, inspection, architectural or engineering activities.

J. MOBILE EQUIPMENT under Coverages A and B, means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

2. Vehicles maintained for use solely on or next to premises you own or rent;

3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted;

a. Power cranes, shovels, loaders, diggers or drills; or

b. Road construction or resurfacing equipment such as graders, scrapers or rollers;

5. Vehicles not described in subsections 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

   a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

   b. Cherry pickers and similar devices used to raise or lower workers.

6. Vehicles not described in subsections 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not **Mobile Equipment** but will be considered **Autos**:

   a. Equipment designed primarily for:

      (1) Snow removal;

      (2) Road maintenance, but not construction or resurfacing; or

      (3) Street cleaning;

   b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

   c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

K. NAMED INSURED under Coverages A and B, means any person or organization shown in the Named Insured section of our Declarations.

L. OCCURRENCE:

1. Under Coverage A, has the same meaning as has the term "occurrence" contained in **Primary Insurance**. But with respect to personal and advertising injury as defined in **Primary Policies**, the term means a personal and advertising injury offense.

2. Under Coverage B, means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. With respect to **Personal and Advertising Injury**, the term means an offense which causes such injury.

M. OTHER INSURANCE under Coverages A and B, means insurance that is available to any **Insured** and covers damage to which this policy applies, other than:

1. **Primary Insurance**; or

2. Insurance that is specifically purchased by you to be excess of the insurance afforded by this policy.

N. PERSONAL AND ADVERTISING INJURY under Coverage B, means injury, including consequential **Bodily Injury**, arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;

2. Malicious prosecution or abuse of process;

3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies by or on behalf of its owner, landlord or lessor;

4. Oral or written publication, in any manner, of material that:

   a. Slanders or libels a person or organization;

   b. Disparages a person's or organization's goods, products or services; or

   c. Violates a person's right of privacy;

5. The use of another's advertising idea in your **Advertisement**;

6. Infringing upon another's copyright, trade dress or slogan in your **Advertisement**; or

7. "Discrimination" when based solely on either disparate impact or vicarious liability (unless insurance thereof is prohibited by law). As used in this definition N, the term "discrimination" means the unlawful treatment of individuals based on race, color, religion, gender, age, or national origin.

O. POLLUTANTS under Coverages A and B, means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

P. PRIMARY INSURER under Coverages A and B, means the insurer of the **Primary Insurance** or **Other Insurance** policies.

Q. PRIMARY POLICY, PRIMARY POLICIES or **PRIMARY INSURANCE** under Coverage A and B, means the policy or policies of insurance shown in our Schedule of Primary Insurance.

R. PRODUCTS-COMPLETED OPERATIONS HAZARD under Coverage B, includes all **Bodily Injury** and **Property Damage** occurring away from premises you own or rent and arising out of **Your Product** or **Your Work** except:

1. Products that are still in your physical possession; or

2. Work that has not yet been completed or abandoned.

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

1. When all of the work called for in your contract has been completed;

2. When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or

3. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

S. PROPERTY DAMAGE under Coverage B, means:

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **Occurrence** that caused it.

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

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

T. SUIT under Coverages A and B, means a civil proceeding in which damages insured by this policy are alleged. The term includes:

1. An arbitration proceeding in which such damages are claimed and to which any **Insured** must submit or does submit with our consent; or

2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which any **Insured** submits with our consent.

U. YOUR PRODUCT under Coverage B, means:

1. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

   a. You;

   b. Others trading under your name; or

   c. A person or organization whose business or assets you have acquired; and

2. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

Your Product includes:

1. Warranties or representations made at any time as respects the fitness, quality, durability, performance or use of **Your Product**; and

2. The providing of or failure to provide warnings or instructions.

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

V. YOUR WORK under Coverage B means:

1. Work or operations performed by you or on your behalf; and

2. Materials, parts or equipment furnished in connection with such work or operations.

Your Work includes:

1. Warranties or representations made at any time as respects the fitness, quality, durability, performance or use of **Your Work**; and

2. The providing of or failure to provide warnings or instructions.

W. EMPLOYEE under Coverage B, includes a **Leased Worker**. **Employee** does not include a **Temporary Worker**.

X. EXECUTIVE OFFICER under Coverage B, means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

Y. LEASED WORKER under Coverage B, means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. **Leased Worker** does not include a **Temporary Worker**.

Z. TEMPORARY WORKER under Coverage B, means a person who is furnished to you to substitute for a permanent **Employee** on leave or to meet seasonal or short-term workload conditions.

AA. VOLUNTEER WORKER under Coverage B, means a person who is not your **Employee**, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

To show that we agree with the terms of this policy, we have had it signed by our President and Secretary. But where countersignature is required by law, it shall not bind us unless it has been countersigned on the Declarations Page by one of our authorized agents.

Secretary

President

178250 04 04 SCHEDULE OF ENDORSEMENTS

100001				AMENDMENT - LIMITS OF INSURANCE
100002				POLICY TERM ENDORSEMENT
100003				NON-CUMULATION OF LIMITS ENDORSEMENT
100004				RISK PURCHASING GROUP - PROGRAM MANAGER
100005				OCCUPATIONAL OR ENVIRONMENTAL DISEASE EXCLUSION
100006				EMPLOYMENT PRACTICES EXCLUSION - COVERAGE A
100007				CLAIMS-MADE COVERAGE AMENDMENT AND EXCLUSION
100008				FUNGI OR BACTERIA EXCLUSION - 178950 04 02R - FOR
100009				STATE AMENDATORY ENDORSEMENT
145985	06	14		ECONOMIC OR TRADE SANCTION COMPLIANCE
178575	05	04		SILICA PARTICLES EXCLUSION
178578	06	04		SUBLIMITED PRIMARY COVERAGE EXCLUSION
178587	01	15	NY	DISCLOSURE OF PREMIUM FOR CERTIFIED ACTS OF TERRORISM COVERAGE; CAP ON INSURER PARTICIPATION IN PAYMENT OF TERRORISM LOSSES(PURSUANT TO TERRORISM RISK INSURANCE ACT)
178771	03	98		LEAD EXCLUSION
178789	10	01		POLLUTION - ABSOLUTE EXCLUSION - COVERAGE B
178792	03	98R		PRODUCTS-COMPLETED OPERATIONS HAZARD EXCLUSION-COVERAGE B
178794	04	13		PROFESSIONAL SERVICES EXCLUSION
178859	10	03	NY	NEW YORK AMENDATORY
178860	10	02	NY	CANCELLATION, NONRENEWAL OR CONDITIONAL RENEWAL

178250 04 04 SCHEDULE OF ENDORSEMENTS

178874	04 13		COVERAGE AMENDMENTS (WITH COV B - CCC EXCLUSION)
178905	10 01		DISCRIMINATION LIABILITY EXCLUSION - COVERAGE B
178909	09 98R		PERSONAL AND ADVERTISING INJURY EXCLUSION - COVERAGE B
178913	10 01		ABUSE, ASSAULT AND MOLESTATION EXCLUSION - COVERAGE B
178944	10 01		INTELLECTUAL PROPERTY EXCLUSION
178947	10 01		DESIGNATED OPERATIONS EXCLUSION
178962	10 01		PRIMARY INSURANCE RESTRICTION ENDORSEMENT AMENDMENT - COVERAGE B
178993	01 15		COVERAGE FOR CERTIFIED ACTS OF TERRORISM
179020	04 13		ADDITIONAL POLICY PROVISIONS
179032	04 13		DIRECTORS AND OFFICERS EXCLUSION - COVERAGE B
179033	05 09		VIOLATION OF STATUTES EXCLUSION (EMAILS, FAX, PHONE CALLS OR OTHER METHODS OF RECORDING OR DISTRIBUTION OF MATERIAL OR INFORMATION)
179059	01 09	NY	NEW YORK CHANGE 2008 N.Y LAWS (FORMER SB 8610) PROVISIONS
179061	07 13R	NY	CRISIS MANAGEMENT ENDORSEMENT
179087	05 14		ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED EXCLUSION

UMBRELLA AND EXCESS LIABILITY POLICY AMENDMENT

Endorsement Number: 100001

Endorsement Title: AMENDMENT- LIMITS OF INSURANCE

DECLARATIONS PAGE and CLAIMS-MADE COVERAGE AMENDMENT AND EXCLUSION - FORM#100007
- Limits of insurance for those entities or group of related entities designated as member of the risk purchasing group will either be:

$15,000,000 EACH OCCURRENCE

$15,000,000 AGGREGATE

or

$10,000,000 EACH OCCURRENCE

$10,000,000 AGGREGATE

or

$5,000,000 EACH OCCURRENCE

$5,000,000 AGGREGATE

or

$3,000,000 EACH OCCURRENCE

$3,000,000 AGGREGATE

or

$2,000,000 EACH OCCURRENCE

$2,000,000 AGGREGATE

or

$1,000,000 EACH OCCURRENCE

$1,000,000 AGGREGATE

as shown on the Individual Certificate of Coverage.

ESRMAN19-97

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

President

UMBRELLA AND EXCESS LIABILITY POLICY AMENDMENT

Endorsement Number: 100002

Endorsement Title: POLICY TERM ENDORSEMENT

The master policy term will be 08/01/2019 to 08/01/2021 (24 months).

Those Participants who are a Lead Named Insured will be provided twelve months coverage from their
respective effective date, unless otherwise approved, not to exceed beyond the 08/01/2021 expiration date of the master policy.

All additions and deletions made by an existing Participant will be subject to the expiration date designated for the Lead Named Insured.

For the purpose of this endorsement, Lead Named Insured shall be defined as the First Named Insured for each Participant covered under HARP Inc.

ESRMAN1 9-97

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

President

UMBRELLA AND EXCESS LIABILITY POLICY AMENDMENT

Endorsement Number: 100003

Endorsement Title: NON-CUMULATION OF LIMITS ENDORSEMENT

If an occurrence, claim or suit covered under this policy is also covered under another Commercial Excess and Umbrella Insurance policy or Commercial Excess Insurance policy or other similar policy issued by us of any other member insurer of the Fireman's Fund Insurance Companies, the combined maximum amount paid for such occurrence, claim or suit under all applicable policies will not exceed the amount stated in the Declarations of the policy with the highest Each Occurrence Limit Of Insurance.

Payments made for such occurrence, claim or suit will be treated as paid under each of the applicable policies for purposes to determine the Limits Of Insurance available under the aggregate limits as respects any subsequent occurrence, claim or suit.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

President

UMBRELLA AND EXCESS LIABILITY POLICY AMENDMENT

Endorsement Number: 100004

Endorsement Title: RISK PURCHASING GROUP - PROGRAM MANAGER

It is hereby agreed that those entities or group of related entities designated as members of the risk purchasing group that is the first named insured in this policy on the individual member's Certificate of Coverage are included as named insured's under this policy.

Coverage only apply to liability arising out of the operation(s) at the specified locations scheduled on the individual member's Certificate of Coverage, but only as respects:

- the specific named insured's listed in that Certificate of Coverage and designated as the owner(s), manager(s), or lessee(s) of those specified locations and

- the coverages shown on that Certificate of Coverage, subject to the terms and conditions of this insurance.

It is agreed that those named insureds listed in an individual Certificate of Coverage issued by the risk purchasing group during this policy period are provided coverage for the time period specified in such Certificate of Coverage, not to exceed twelve months.

All additions and deletions made for a named insured will be subject to the expiration date designated in the Individual Certificate of Coverage for that named insured.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

President

UMBRELLA AND EXCESS LIABILITY POLICY AMENDMENT

Endorsement Number: 100005

Endorsement Title: OCCUPATIONAL OR ENVIRONMENTAL DISEASE EXCLUSION

Regardless of whether or not such coverage is afforded by any :underlying insurance", this insurance does not apply:

To any liability or injury resulting from any occupational or environmental disease arising out of the operations or products of any "insured" and affecting:
a. Any employees of any "insured", or
b. Any other person.

ESRMAN1 9-97

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

President

UMBRELLA AND EXCESS LIABILITY POLICY AMENDMENT

Endorsement Number: 100006

Endorsement Title: EMPLOYMENTPRACTICESEXCLUSION- COVERAGEA

Section I. Excess Liability - Coverage A, C. Coverage A - Exclusions, 5. Employment Practices is deleted in its entirety and replaced by the following:

5. EMPLOYMENT PRACTICES - To any liability arising out of any employment-related or personnel
practices, policies, acts or omissions. This includes, but is not limited to:
a. Refusal to employ;
b. Termination of employment;
c. Coercion, criticism, demotion, failure to promote, evaluation, reassignment, discipline,
defamation, self-defamation, harassment, humiliation, discrimination, libel, slander,
false arrest and imprisonment, or violation of a person's right of privacy; or
d. Any consequential injury or damages as a result of a., b. or c. above.
This exclusion applies:
a. To all claims, demands, charges, complaints or Suits by any person(s) or organization(s) for damages because of such injury or liability, including damages for
care and loss of services;
b. Whether any Insured may be held liable as an employer or in any other capacity either
directly or indirectly related to employment; and
c. To any obligation to share damages with or repay someone else who must pay damages
because of such injury or liability.

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

This exclusion does not apply to Excess Liability - Coverage A to the extent that insurance is provided under a Directors & Officers Liability policy shown in the Schedule of Underlying Insurance.

ESRMAN19-97

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

President

UMBRELLA AND EXCESS LIABILITY POLICY AMENDMENT

Endorsement Number: 100007

Endorsement Title: CLAIMS-MADE COVERAGEAMENDMENTAND EXCLUSION

COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ON A CLAIMS-MADE BASIS. PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.

A. 1. Claims-Made Coverage - Coverage A

Solely with respect to Coverage A of this policy in excess of **Primary Insurance** which applies on the basis of Claims-Made, we adopt the terms of **Primary Insurance** with respect to what must occur after the **Primary Insurance** Retroactive Date, if any, in order for coverage to apply.

However, we do not adopt terms of any:

a. **Primary Insurance** Retroactive Date, if any; and

b. **Primary Insurance** inception and termination dates.

2. All of the following apply with respect to the above:

a. SECTION I. EXCESS LIABILITY - COVERAGE A, A. COVERAGE A - INSURING AGREEMENT, subsection 1.b. does not apply with respect to coverage in excess of Claims-Made basis **Primary Insurance**; and

b. Our Coverage A Retroactive Date for Claims-Made coverage provided by this endorsement is: Various; and Per the Scheduled Underlying Insurance retroactive date (if any).

c. For Coverage A to apply, the claim must be first made during our Policy Period as well as during the **Primary Insurance** policy period.

As used in 2.b. above, the term "Retroactive Date" means the date that is the earliest date on which the wrongful act, error or omission may first take place for coverage to apply.

B. Limits of Insurance Amendment - Coverage A

Subject to our Limits of Insurance, the most we will pay under

ESRMAN19-97

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

President

Coverage A of this policy for coverage under A. above is:

$15,000,000 Each Claim or Wrongful Act of the term that is used to determine the exhaustion of the limit of insurance in **Primary Insurance**

$15,000,000 Aggregate

These Limits of Insurance are included within, and are not in addition to, the Each Occurrence Limit of Insurance and the Aggregate Limit of Insurance shown in our Declarations.

C. Notice of Claim - Coverage A

Notwithstanding anything to the contrary contained in this policy, notice of an **Occurrence** is not notice of a claim under that part of Coverage A which provides coverage on the basis of Claims-Made pursuant to this endorsement. All conditions of such **Primary Insurance** that require you to provide **Primary Insurers** with notice of claims or **Suits** also apply separately and distinctly to us with respect to any claim or **Suit** which may reasonably be expected to result in a claim against this policy. You must give such notice to us on the same basis that you are to give notice to such **Primary Insurer**.

D. Extended Reporting Period - Coverage A

If a **Primary Policy** provides coverage for claims made under an Extended Reportingr extend our Policy Period.

2. Our Extended Reporting Period will not be longer than twelve (12) months unless we expressly agree in writing at the time the Extended Reporting Period becomes effective.

3. If the **Primary Policy** requires you to make a written request in order for its Extended Reporting Period to apply to their policy, then:

a. We must also receive a written request from you for an Extended Reporting Period for our policy no later than sixty (60) days after the termination date of this policy.

b. If our Extended Reporting Period is for a period of more than

ESRMAN29-97

All other terms and conditions of the supplement remain unchanged.

sixty (60) days, you must promptly pay us any additional premium we require. The premium for our Extended Reporting Period will not exceed 200% of the annual premium of this policy if the Extended Reporting Period is for no more than a twelve (12) month period, and will be deemed fully earned at the inception of the Extended Reporting Period.

E. Wrongful Acts Policy Exclusion

This policy does not apply to any liability arising out of any criminal, malicious, fraudulent, intentional, knowingly wrongful, or dishonest, act or omission by any person or organization whether or not an **Insured**. This exclusion applies even if the claim or **Suit** alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by any **Insured**.

This exclusion does not apply to Excess Liability - Coverage A - to the extent that **Primary Insurance** is provided under a Directors and Officers liability policy shown in the Primary Schedule of Underlying Insurance.

F. Contractual Liability Limitation

This policy does not apply to any liability arising out of:

1. Any **Insured's** obligation to pay damages by reason of any **Insured's** assumption of the liability of another person or organization in any contract or agreement for the rendering of or failure to render any professional service; or

2. Any breach of any contract, agreement, warranty, guarantee or representation.

ESRMAN29-97

All other terms and conditions of the supplement remain unchanged.

UMBRELLA AND EXCESS LIABILITY POLICY AMENDMENT

Endorsement Number: 100008

Endorsement Title: FUNGI OR BACTERIA EXCLUSION- 17895004 02R - FOR ALL STATESEXCEPTNEW YORK

The policy does not apply to:

A. Any claims or liability arising, in whole or in part, out of, resulting from, caused by, or in
any way related to "fungi" or bacteria; or
B. The cost to test for, monitor, abate, mitigate, remove, dispose of or remediate "fungi" or
bacteria.

This exclusion applies regardless of any other cause, event, material, product or building
component that contributed concurrently or in any sequence to such liability. However, this
exclusion does not apply to bacteria that is, is on, or contained in, a good or product intended
for human ingestion.

"Fungi" is defined to include but is not limited to fungus, mildew, mold or resulting spores
and byproducts, including mycotoxins or allergens. However, "fungi" does not include
"fungi" for human ingestion.

ESRMAN19-97

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

President

UMBRELLA AND EXCESS LIABILITY POLICY AMENDMENT

Endorsement Number: 100009

Endorsement Title: STATE AMENDATORY ENDORSEMENT

The following State Amendatory Endorsement are included as applicable:

178830 10-03 AK - Alaska Amendatory
178831 10-01 AR - Arkansas Amendatory
178858 01-12 CA - California Amendatory
178832 03-98R CO - Colorado Amendatory
178833 03-98R CT - Connecticut Amendatory
178834 03-98R DC - District of Columbia Amendatory
178835 03-98R FL - Florida Amendatory
178836 03-98R GA - Georgia Amendatory
178383 10-02 IL - Illinois Amendatory
178864 03-98R KS - Kansas Amendatory
178868 10-03 KY - Kentucky Amendatory
178533 10-02 LA - Louisiana Amendatory
178838 03-98R ME - Maine Amendatory
178839 10-01 MD - Maryland Amendatory
178840 03-98R MI - Michigan Amendatory
178841 10-03 MN - Minnesota Amendatory
178842 03-98R MO - Missouri Amendatory
178843 10-01 MT - Montana Amendatory
178844 03-98R NE - Nebraska Amendatory
178959 10-01 NV - Nevada Amendatory
178845 10-03 NH - New Hampshire Amendatory
178846 10-02 NJ - New Jersey Amendatory
178859 10-03 NY - New York Amendatory
178847 03-98R NC - North Carolina Amendatory
178849 08-98R OH - Ohio Amendatory
178850 03-98R OK - Oklahoma Amendatory
178851 03-98R PA - Pennsylvania Amendatory
178852 03-98R RI - Rhode Island Amendatory
178861 03-98R SD - South Dakota Amendatory
178543 10-02 TN - Tennessee Amendatory
178386 10-02 TX - Texas Amendatory
178973 10-01-UT - Utah Amendatory
178854 07-12 VA - Virginia Amendatory
178855 10-03R WA - Washington Amendatory
178378 10-02 WI - Wisconsin Amendatory
178857 03-98R WY - Wyoming Amendatory

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

President

Economic or Trade Sanctions Compliance - 145985 06 14

Policy Amendment

The following is added to the Policy and replaces any other provision in the Policy addressing economic or trade sanctions:

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

All other terms and conditions of the policy remain unchanged.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

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Silica Particles Exclusion - 178575 05 04

Policy Amendment - Umbrella Policy - Excess Liability Policy

The policy does not apply to any claim or liability arising, in whole or in part, directly or indirectly out of, or which is in any way related to, "Silica".

As used in this exclusion, the term "Silica" includes, but is not limited to, silicon dioxide, silica, silica products, silica fibers, silica dust, any other silica byproducts, and silica, whether alone or in combination with any substance, product or material.

Without limiting the foregoing, this exclusion applies to every injury, damage, loss, cost or expense otherwise covered by this policy, if any.

All other terms and conditions of the policy remain unchanged.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

President

Sublimited Primary Coverage Exclusion - 178578 06 04

Policy Amendment - Umbrella Policy - Excess Liability Policy

A. This policy does not apply to any claims or **Suits** covered by **Primary Insurance** when the applicable **Primary Policy's** limits of insurance that apply to such claims or **Suits** is a "sublimit".

However, this exclusion does not apply when the available "sublimit" is less than the Limit of Insurance, as shown in our Schedule of Primary Insurance, for the applicable **Primary Policy** if solely due to a reduction in limits by payments of judgments, settlements or defense expenses.

B. As used in this endorsement, "sublimit" means the limits of insurance which apply to any coverage provided by **Primary Insurance** that are less than the Limit of Insurance, as shown in our Schedule of Primary Insurance, for the applicable **Primary Policy**. This includes any "sublimit" whether it is subject to, or in addition to, the **Primary Policy** limits shown in our Schedule of Primary Insurance.

All other terms and conditions of the policy remain unchanged.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

President

Disclosure of Premium for Certified Acts of Terrorism Coverage; Cap on Insurer Participation in Payment of Terrorism Losses (Pursuant to Terrorism Risk Insurance Act)
178587 01 15 NY

Policy Amendment - Umbrella Policy - Excess Liability Policy

This Endorsement is attached to and made part of your policy in response to the disclosure requirements of the Terrorism Risk Insurance Act.

A. **Disclosure of Premium**

In accordance with the federal Terrorism Risk Insurance Act, as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act, as amended ("certified acts of terrorism"). The portion of your premium attributable to such coverage is shown in the policy Declarations. This premium is based on the rates in effect at the time of policy issuance or policy anniversary and was calculated for the full term of the current policy period.

B. **Disclosure of Federal Participation in Payment of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act, as amended, exceed $100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceed $100 billion.

C. **Cap on Insurer Participation in Payment of Terrorism Losses**

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

All other terms and conditions of the policy remain unchanged.

This Form must be attached to Change Endorsement when issued after the policy is written.
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Lead Exclusion - 178771 03 98

Policy Amendment - Umbrella Policy - Excess Liability Policy

The policy does not apply to any liability arising in whole or in part, out of or in any way related to "Lead".

As used in this exclusion, the term "Lead" includes but is not limited to, lead, lead products, lead contained in paint, and lead contained in any products or materials.

All other terms and conditions of the policy remain unchanged.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

President

Pollution - Absolute Exclusion - Coverage B - 178789 10 01

Policy Amendment - Umbrella Policy

A. SECTION II. UMBRELLA LIABILITY - COVERAGE B, C. COVERAGE B - EXCLUSIONS, subsection 12. POLLUTION is replaced by the following:

12. POLLUTION

a. To any liability arising:

(1) Directly;

(2) Indirectly; or

(3) In concurrence, or in any sequence, with a cause for which coverage may be afforded by this policy;

out of the actual, alleged or threatened existence, discharge, dispersal, seepage, migration, release or escape of **Pollutants.**

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

(1) Request, demand, order, or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of **Pollutants**; or

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

c. It is the intent and effect of this exclusion to exclude any or all coverage afforded by Coverage B of this policy for any claim, action, judgment, liability, settlement, defense, or expense in any way arising out of the existence, discharge, dispersal, seepage, migration, release or escape of **Pollutants.** It applies whether such results from any **Insured's** activities or the activities of others. It applies whether such is sudden, gradual, accidental, intended, foreseeable, expected, fortuitous, or inevitable. And it applies wherever or however such occurs.

All other terms and conditions of the policy remain unchanged.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

President

Products-Completed Operations Hazard Exclusion - Coverage B 178792 03 98R

Policy Amendment - Umbrella Policy

COVERAGE B of the policy does not apply to any liability arising out of the **Products-Completed Operations Hazard**; nor to any liability assumed under that part of an **Insured Contract** that indemnifies a person or organization for any liability arising out of the **Products-Completed Operations Hazard**.

All other terms and conditions of the policy remain unchanged.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

President

Professional Services Exclusion - 178794 04 13

Policy Amendment - Umbrella Policy - Excess Liability Policy

The policy does not apply to any liability arising out of the rendering of or failure to render any "professional" services.

This exclusion applies even if the claims against any **Insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**, if the offense which caused the damages involved the rendering of or failure to render any professional service.

As used in this endorsement, a "professional" service is one arising out of a vocation, calling, occupation, or employment involving specialized knowledge, labor, or skill. It also means relating to or characteristic of a learned profession that often requires special licensing by an agency or society with such authority.

All other terms and conditions of the policy remain unchanged.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

President

178794 4-13

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New York Amendatory - 178859 10 03 NY

Policy Amendment - Umbrella Policy

A. SECTION I. EXCESS LIABILITY - COVERAGE A, C. COVERAGE A - EXCLUSIONS, the following exclusion is added:

EXPECTED OR INTENDED - Bodily injury or property damage expected or intended from the standpoint of any **Insured**. But this does not apply to bodily injury or property damage which results from the use of reasonable force to protect persons or property.

B. SECTION II. UMBRELLA LIABILITY - COVERAGE B, A. COVERAGE B - INSURING AGREEMENT, subsection 1.c. is added as follows:

1. c. This insurance shall apply in excess of the greater of either:

(1) The applicable limit or limits of insurance of any valid and collectible **Other Insurance** available to any **Insured**; or

(2) $10,000, hereinafter referred to as the "Insured's Retained Limit."

It shall be the obligation of any **Insured** to pay the amount of the "Insured's Retained Limit" with respect to all damages to which this policy applies and for which there is no **Primary Insurance** or **Other Insurance**.

C. Whenever the "Insured's Retained Limit" applies, the policy is subject to these additional conditions:

1. The "Insured's Retained Limit" shall be deducted from the total amount of all sums for damages which we are obligated to pay for each **Occurrence**;

2. The terms of the policy, including those pertaining to our rights and duties with respect to the defense of **Suits** and to any **Insured's** duties in the event of an **Occurrence**, apply irrespective of the application of the "Insured's Retained Limit";

3. We will settle any claim or **Suit** only with the written consent of any **Insured**. If any **Insured** refuses to consent to our making any settlement recommended by us, based upon a judgment or a bona fide offer of settlement, the excess of the amount for which such settlement could have been made, as so recommended by us, will not be recoverable under the policy; and

4. With the written consent of any **Insured**, we may pay any part or all of the "Insured's Retained Limit" amount to effect settlement of any claim or **Suit**. Upon notification of the action taken, any **Insured** shall promptly reimburse us for such part of the "Insured's Retained Limit" as has been paid by us.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

President

D. SECTION I. EXCESS LIABILITY - COVERAGE A, B. COVERAGE A - WHEN WE WILL HAVE A DUTY TO DEFEND, subsection 1., the first sentence is replaced by the following:

1. We will have the right and duty to defend any **Insured** against any **Suit** seeking damages or a **Covered Pollution Cost or Expense** to which Coverage A applies even if the allegations are groundless, false or fraudulent, but only:

Subsections a., b. and the last sentence of subsection 1. remain unchanged.

E. SECTION II. UMBRELLA LIABILITY - COVERAGE B, B. COVERAGE B - WHEN WE WILL HAVE A DUTY TO DEFEND, subsection 1., the first sentence is replaced by the following:

1. We will have the right and duty to defend any **Insured** against any **Suit**, seeking damages to which Coverage B applies even if the allegations are groundless, false or fraudulent, but only:

Subsections a., b. and the last sentence of subsection 1. remain unchanged.

F. The policy does not apply to any punitive or exemplary damages or any fines or penalties, in whatever form assessed.

G. With respect to any **Insured's** employees subject to the New York State Workers' Compensation Law:

1. This policy does not apply to any liability arising out of any injury to:

   a. Any employee of any **Insured** arising out of and in the course of:

      (1) Employment by any **Insured**; or

      (2) Performing duties related to the conduct of any **Insured's** business; or

   b. The spouse, child, parent, brother, or sister of that employee as a consequence of subsection a. above.

   This exclusion applies:

   a. Whether any **Insured** may be liable as an employer or in any other capacity; and

   b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

   This exclusion does not apply to liability assumed by an **Insured** under an **Insured Contract**.

2. SECTION II. UMBRELLA LIABILITY - COVERAGE B, E. COVERAGE B - LIMITS OF INSURANCE, subsection 3.c. OCCUPATIONAL DISEASE AGGREGATE does not apply.

H. With respect to SECTION I. EXCESS LIABILITY - COVERAGE A, B. COVERAGE A - WHEN WE WILL HAVE A DUTY TO DEFEND, and SECTION II. UMBRELLA LIABILITY - COVERAGE B, B. COVERAGE B - WHEN WE WILL HAVE A DUTY TO DEFEND, the following is added:

If we have assumed control of the settlement of any claim or defense of any **Suit**:

1. If we think that our Limit of Insurance stated in our Declarations as "each occurrence" or "aggregate" limit is likely to be exhausted by payment of judgments or settlements, we will notify the **First Named Insured** in writing to that effect;

2. After the applicable Limit of Insurance of this policy has been exhausted by payment of judgments or settlements:

   a. We will notify the **First Named Insured** in writing as soon as practicable, that:

      (1) Such a limit has actually been exhausted; and

      (2) We have no duty to defend any **Insured** against any **Suit** after the applicable Limit of Insurance of this policy has been exhausted by payment of judgments or settlements;

   b. We will initiate and cooperate in the transfer of control, to any appropriate **Insured** of the settlement of all claims or defense of all **Suits** seeking damages which are subject to that limit and which are reported to us before that limit is exhausted. That **Insured** must cooperate in the transfer of control of said claims and **Suits**.

      We agree to take such steps as we deem appropriate, to avoid a default in, or continue the defense of, such **Suits** until such transfer is completed, providing the appropriate **Insured** is cooperating in completing such transfer.

      We have no duty to take any action whatsoever with respect to any claim or **Suit** seeking damages that would have been subject to that limit, had it not been exhausted, if the claim or **Suit** is reported to us after that Limit of Insurance has been exhausted; and

   c. The **First Named Insured**, and any other **Insured** involved in a **Suit** seeking damages subject to that limit, must arrange for the defense of such **Suit** within such time period as agreed to between the appropriate **Insured** and us. Absent any such agreement, arrangements for the defense of such **Suit** must be made by the appropriate **Insured** as soon as practicable;

3. The **First Named Insured** will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with paragraph 2.b. above.

   The duty of the **First Named Insured** to reimburse us will begin on:

   a. The date on which the applicable Limit of Insurance is exhausted, if we sent notice in accordance with paragraph 1. above; or

   b. The date on which we sent notice in accordance with paragraph 2.a. above, if we did not send notice in accordance with paragraph 1. above; and

4. The exhaustion of any Limit of Insurance of this policy by the payment of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions contained above.

I. SECTION IV. CONDITIONS, F. DUTIES OF INSUREDS IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT, the following is added:

Notice given by or on behalf of any **Insured**, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State with particulars sufficient to identify any **Insured**, shall be considered notice to us.

Failure of any **Insured** to notify us within the time prescribed in this condition will not invalidate a claim made by any **Insured** or by any other claimant, if it is shown that notice was given as soon as was practicable.

J. SECTION IV. CONDITIONS, the following is added:

NEW YORK CONFORMITY WITH REGULATIONS - COVERAGE A - With respect to operations in the State of New York, Coverage A of the policy shall conform to the applicable insurance laws of the State of New York or the applicable regulations of the New York Insurance Department in effect at the time the policy is issued; provided however, that our Limits of Insurance shall be excess of an amount of damages equal to the amount of the Limits of Insurance stated in our Schedule of Primary Insurance.

K. SECTION VI. DEFINITIONS, P. PRIMARY INSURER is replaced by the following:

P. **Primary Insurer** under Coverages A and B, means the insurer of the **Primary Insurance**.

L. SECTION VI. DEFINITIONS, the following is added:

Other Insurer under Coverages A and B, means the insurer of the **Other Insurance**.

M. In the following subsections of the policy, wherever used, the words "Primary Insurer" are replaced by the words "Primary Insurer or Other Insurer":

1. SECTION I. EXCESS LIABILITY - COVERAGE A, B. COVERAGE A - WHEN WE WILL HAVE A DUTY TO DEFEND, subsection 2.;

2. SECTION IV. CONDITIONS, A. APPEALS; and

3. SECTION IV. CONDITIONS, L. SUBROGATION, subsection 2.b.

All other terms and conditions of the policy remain unchanged.

Cancellation, Nonrenewal or Conditional Renewal - 178860 10 02 NY

Policy Amendment - Umbrella Policy - Excess Liability Policy

A. The policy CONDITIONS, CANCELLATION, subsection 2.a. is replaced by the following:

   a. Fifteen (15) days before the effective date of cancellation if we cancel for nonpayment of premium; or

B. The following is added to the policy CONDITIONS, CANCELLATION, subsection 2.:

   If this policy has been in effect for sixty (60) days or more, or if this policy is a renewal or continuation of a policy we issued, we may cancel this policy only for the following reasons:

   a. Nonpayment of premium;

   b. Conviction of a crime arising out of acts increasing the hazard insured against;

   c. Discovery of fraud or material misrepresentation in obtaining this policy or in the presentation of a claim thereunder;

   d. After issuance of this policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current Policy Period;

   e. Material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of this policy which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time this policy was issued or last renewed;

   f. Required pursuant to determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency, or be hazardous to the interest of our policyholders, our creditors or the public; or

   g. A determination by the Superintendent that the continuation of this policy would violate, or would place us in violation of, any provision of the Insurance Code.

C. The following is added to the policy CONDITIONS, CANCELLATION, subsection 4.:

   c. If premium is advanced under a premium finance agreement, the cancellation refund will be pro rata, and we will be entitled to retain a minimum earned premium of 10% of the total policy premium or $60, whichever is greater.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

President

D. The following is added to the policy CONDITIONS:

NONRENEWAL BY US

1. If we elect not to renew this policy, we will mail by first class or certified mail to the **First Named Insured** and to the agent or broker of record, at their last addresses known to us, written notice stating the reason for nonrenewal, at least thirty (30) days but not more than one hundred and twenty (120) days before the effective date of nonrenewal.

2. Notice of nonrenewal will state the effective date of nonrenewal. The Policy Period will end on the date of nonrenewal.

3. A post office certificate of mailing or a certified mail receipt will be sufficient proof of mailing of notice.

4. If we violate any of the provisions of items 1. through 3. above, by sending the **First Named Insured** a notice:

   a. That is incomplete, or later than 30 days prior to this policy's expiration date but prior to the policy's expiration date, coverage will remain in effect at the same terms and conditions of this policy and at the lower of the current rates or the prior period's rates, until 60 days after proper nonrenewal notice is mailed unless the **First Named Insured**, during this 60 day period, has replaced the coverage or elects to cancel; or

   b. At the same terms and conditions of this policy for another annual policy period, at the lower of the current rates or the prior period's rates unless the **First Named Insured**, during this additional policy period, has replaced the coverage or elects to cancel.

   The Aggregate Limit of Insurance shown in the Declarations will be increased in proportion to any Policy extension as provided in 4.a. or 4.b. above.

5. We will not send you notice of nonrenewal if your authorized agent or broker or another insurer of yours mails or delivers notice to us that this policy has been replaced or is no longer desired.

E. The following is added to the policy CONDITIONS:

CONDITIONAL RENEWAL

1. If we condition renewal of this policy upon:

   a. Change of limits;

   b. Change in type of coverage;

   c. Reduction of coverage;

   d. Increased deductible or Retained Amount;

   e. Addition of exclusion;

   f. Requirements relating to **Primary Insurance**; or

   g. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units or as a result of experience rating, loss rating, retrospective rating or audit;

We will mail, to the **First Named Insured** and the agent or broker of record, at their last addresses known to us, written notice stating the specific reasons for conditional renewal, the amount of any premium increase, and a description of any other changes, at least thirty (30) days but not more than one hundred and twenty (120) days before this policy's:

(1) Expiration date; or

(2) Annual anniversary date.

2. Proof of mailing will be sufficient proof of notice.

3. If we violate any of the above provisions of this condition by sending the **First Named Insured** a conditional renewal notice:

   a. That is incomplete or later than 30 days prior to this policy's expiration date but prior to the policy's expiration date, coverage will remain in effect at the same terms and conditions of this policy, at the lower of the current rates or the prior period's rates, until 60 days after proper conditional renewal notice is mailed or delivered unless the First Named Insured, during this 60 day period, has replaced the coverage or elects to cancel; or

   b. That is later than the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy for another annual policy period, at the lower of the current rates or the prior period's rates unless the First Named Insured, during this additional policy period, has replaced the coverage or elects to cancel.

4. The Aggregate Limit of Insurance shown in the Declarations will be increased in proportion to any policy extension as provided in 3.a. or 3.b. above.

5. We will not send you notice of conditional renewal if your authorized agent or broker or another insurer of yours mails or delivers notice to us that this policy has been replaced or is no longer desired.

All other terms and conditions of the policy remain unchanged.

Coverage Amendments - 178874 04 13

Policy Amendment - Umbrella Policy

A. The following replaces SECTION II. UMBRELLA LIABILITY - COVERAGE B, C. COVERAGE B - EXCLUSIONS, 5. DAMAGE TO INSURED'S PROPERTY:

5. DAMAGE TO PROPERTY - To **Property Damage** to real or personal property in the care, custody or control of any **Insured**, including any costs or expenses incurred by you, or any other person, or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property.

B. The following are added to SECTION II. UMBRELLA LIABILITY - COVERAGE B, C. COVERAGE B - EXCLUSIONS:

AUTO

To any liability arising out of the ownership, maintenance, operation, use, entrustment to others, loading or unloading of any **Auto**. This exclusion applies even if the claims against any **Insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that **Insured**.

EMPLOYEE INJURY

To any liability arising out of any injury to:

1. Any **Employee** of any **Insured** arising out of and in the course of:
   a. Employment by any **Insured**; or
   b. Performing duties related to the conduct of any **Insured's** business; or
2. The spouse, child, parent, brother or sister of that **Employee** as a consequence of section 1. above.

This exclusion applies:

1. Whether any **Insured** may be liable as an employer or in any other capacity; and
2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

LIQUOR LIABILITY

To any liability arising out of:

1. Causing or contributing to the intoxication of any person;

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2. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;

3. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages; or

4. Owning or leasing premises used for selling or serving alcoholic beverages.

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

(a) The supervision, hiring, employment, training or monitoring of others by that **Insured**; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol.

WATERCRAFT

To any liability arising out of any watercraft except one you do not own:

1. That is less than 50 feet long; and

2. That is not being used for public transportation or as a common carrier.

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

EMPLOYEE BENEFIT PROGRAM EXCLUSION

To any liability arising out of the "Administration" of any "Employee Benefit Program."

As used in this endorsement, the following terms have the following meanings:

1. "Employee Benefit Program" includes but is not limited to group life insurance, group accident or health insurance, profit sharing plans, pension plans and stock subscription plans, unemployment insurance, social security benefits, workers' compensation and disability benefits insurance.

2. "Administration" includes but is not limited to performing or failure to perform any of the following functions with respect to an "Employee Benefit Program":

    a. Application of rules determining eligibility for or participation in benefits;

    b. Calculation of service and compensation credit for benefits;

    c. Preparation of **Employee** communications material;

    d. Maintenance of participants' service and employment records;

    e. Preparation of reports required by government agencies;

    f. Calculation of benefits;

    g. Orientation of new participants and advising participants of their rights and options under the plan;

    h. Collection of contributions and application of contributions as provided in the plan;

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i. Preparation of reports concerning participants' benefits;

j. Processing of claims; or

k. Rendering or providing advice, other than legal advice.

All other terms and conditions of the policy remain unchanged.

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Discrimination Liability Limitation - Coverage B - 178905 10 01

Policy Amendment - Umbrella Policy

A. SECTION VI. DEFINITIONS, N. PERSONAL AND ADVERTISING INJURY, subsection 7. is deleted.

B. Coverage B of the policy does not apply to any liability arising out of or alleging "discrimination" against any person or organization.

"Discrimination" includes, but is not limited to, discrimination because of race, color, ethnic or national origin, religion, age, gender, marital status, physical disability or impairment, or any employment practices related to the foregoing.

All other terms and conditions of the policy remain unchanged.

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One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

President

Personal and Advertising Injury Exclusion - Coverage B
178909 09 98R

Policy Amendment - Umbrella Policy

COVERAGE B of the policy does not apply to any liability arising out of **Personal and Advertising Injury**.

All other terms and conditions of the policy remain unchanged.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

President

Abuse, Assault and Molestation Exclusion - Coverage B
178913 10 01

Policy Amendment - Umbrella Policy

Coverage B of the policy does not apply to any:

A. Liability arising directly or indirectly out of any actual, alleged or threatened:

   1. Sexual abuse, sexual assault, sexual molestation, sexual harassment or sexual misconduct;

   2. Physical abuse, physical assault, physical battery;

   3. Mental abuse; or

   4. Child molestation;

B. Injury to any person who is so abused, assaulted, battered, molested or harassed; or

C. Liability for:

   1. Failing to prevent or deter any of the above; or

   2. Negligently hiring or supervising any persons who cause or contribute to any of the above.

All other terms and conditions of the policy remain unchanged.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

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Intellectual Property Exclusion - 178944 10 01

Policy Amendment - Umbrella Policy - Excess Liability Policy

The policy does not apply to any liability arising out of any actual or alleged infringement, disparagement, defamation, violation, misappropriation, or unfair usage of any form of intellectual property, including but not limited to:

A. Copyright, slogan or title;

B. Patent;

C. Trademark, service mark, collective mark, or certification mark, including without limitation any word, name, symbol, device or any combination thereof used to identify or distinguish the origin of a good, product or service;

D. Trade secret;

E. Trade dress including without limitation, any shape, color, design or appearance used to distinguish the origin of a good, product or service;

F. False designation of the origin of a good, product or service;

G. Advertising ideas, concepts, campaigns, or style of doing business; or

H. Any other intellectual property rights recognized or implied by law.

All other terms and conditions of the policy remain unchanged.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

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Designated Operations Exclusion - 178947 10 01

Policy Amendment - Umbrella Policy - Excess Liability Policy

The policy does not apply to any liability arising out of any operations performed by or on behalf of any **Insured**, nor to any liability assumed under that part of any contract or agreement that indemnifies a person or organization for liability arising out of operations listed below:

Any construction and/or development with the exception of alteration or renovation operations and/or maintenance or repair operations.

This exception does not apply to any structural alteration that involves changing the size of, or any demolishing or moving of any building or other structure.

All other terms and conditions of the policy remain unchanged.

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One of the **Fireman's Fund Insurance Companies** as named in the policy

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Primary Insurance Restriction Endorsement Amendment
Coverage B - 178962 10 01

Policy Amendment - Umbrella Policy

SECTION II. UMBRELLA LIABILITY - COVERAGE B, A. COVERAGE B - INSURING AGREEMENT, subsection 2, the following is added:

c. Which would have been covered by **Primary Insurance** except for the attachment of an endorsement to **Primary Insurance**, either at policy inception or during the policy term, which restricts or excludes coverage.

All other terms and conditions of the policy remain unchanged.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

President

Coverage for Certified Acts of Terrorism - 178993 01 15

Policy Amendment - Umbrella Policy

A. Coverage A of this policy will apply with respect to a "certified act of terrorism".

B. Coverage B of this policy does not apply to any liability arising, directly or indirectly, out of any "certified act of terrorism".

C. As used in this endorsement, "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, as amended, to be an act of terrorism pursuant to such Act, as amended. The criteria contained in the Terrorism Risk Insurance Act, as amended, for a "certified act of terrorism" include the following:

   1. The act resulted in insured losses in excess of $5 million in the aggregate attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended; and

   2. The act resulted in damage:

      a. Within the United States (including its territories and possessions and Puerto Rico); or

      b. Outside the United States in the case of:

         (1) An air carrier (as defined in Section 40102 of title 49, United States code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States) regardless of where the loss occurs; or

         (2) The premises of any United States mission; and

   3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

All other terms and conditions of the policy remain unchanged.

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178993 1-15
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Additional Policy Provisions - 179020 04 13

Policy Amendment - Umbrella Policy

Unless otherwise amended by any other endorsement to this policy issued on or after the date this endorsement is added, this policy is amended as follows:

A. SECTION II. UMBRELLA LIABILITY - COVERAGE B, C. COVERAGE B - EXCLUSIONS, 2. PERSONAL AND ADVERTISING INJURY, subsection b., c and h are replaced by the following:

b. Arising out of oral or written publication, in any manner, of material, if done by or at the direction of the **Insured** with knowledge of its falsity.

c. Arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the Policy Period.

h. Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your **Advertisement**. However, this exclusion does not apply to infringement, in your **Advertisement**, of copyright, trade dress or slogan.

B. SECTION I. EXCESS LIABILITY - COVERAGE A, C. COVERAGE A - EXCLUSIONS, 4. POLLUTION, subsection (6) is replaced by the following:

(6) BUILDING HEATING EQUIPMENT- Subsection a.(1) above does not apply to bodily injury if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

C. SECTION I. EXCESS LIABILITY - COVERAGE A, C. COVERAGE A - EXCLUSIONS 5. EMPLOYMENT PRACTICES and SECTION II. UMBRELLA LIABILITY - COVERAGE B, C. COVERAGE B - EXCLUSIONS, 7. EMPLOYMENT PRACTICES, are replaced by the following:

EMPLOYMENT PRACTICES

a. To any liability arising out of any employment-related or personnel practices, policies, acts or omissions. This includes, but is not limited to:

(1) Refusal to employ;

(2) Termination of employment;

(3) Coercion, criticism, demotion, failure to promote, evaluation, reassignment, discipline, defamation, self-defamation, harassment, humiliation, discrimination, libel, slander, false arrest or imprisonment, violation of a person's right of privacy, or malicious prosecution; or

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(4) Any consequential injury or damages as a result of (1), (2) or (3) above.

b. This exclusion applies:

(1) To all claims, demands, charges, complaints or **Suits** by any person(s) or organization(s) for damages because of such injury or liability, including damages for care and loss of services, whether such injury-causing event occurs before employment, during employment or after employment;

(2) Whether any **Insured** may be held liable as an employer or in any other capacity either directly or indirectly related to employment; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of such injury or liability.

D. The following is added to SECTION II. UMBRELLA LIABILITY - COVERAGE B, C. COVERAGE B - EXCLUSIONS:

ELECTRONIC DATA - To damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

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

E. SECTION III. SUPPLEMENTARY PAYMENTS, subsection 1. is replaced by the following:

1. Costs taxed against any **Insured** in the **Suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the **Insured**.

F. SECTION VI. DEFINITIONS, C. AUTO is replaced by the following:

C. AUTO under Coverage B, means:

1. A land motor vehicle, trailer, or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **Auto** does not include **Mobile Equipment**.

G. SECTION VI. DEFINITIONS, I. INSURED CONTRACT, subsection 6. is replaced by the following:

6. That part of any contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for **Bodily Injury**, **Personal and Advertising Injury** or **Property Damage** to a third person or organization, provided injury or damage is caused, in whole or in part, by you or by those acting on your behalf. "Tort liability" means a liability that would be imposed by law in the absence of any contract or agreement.

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

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a. That indemnifies a railroad for liability arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

b. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(1) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports surveys, field orders, change orders or drawings and specifications; or

(2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

c. Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the **Insured's** rendering or failure to render professional services, including those listed in b. above and supervisory, inspection, architectural or engineering activities.

H. The following is added to SECTION VI. DEFINITIONS, J. MOBILE EQUIPMENT:

However, **Mobile Equipment** does not include any 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**.

All other terms and conditions of the policy remain unchanged.

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Directors and Officers Exclusion - Coverage B - 179032 04 13

Policy Amendment - Umbrella Policy

Coverage B of the policy does not apply to any liability arising out of any "wrongful act."

As used in this endorsement, "wrongful act" means any actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty by any director, officer, trustee, governor, regent, commissioner, committee member, managing member or member of any board of managers or any board of directors, or any similar governing body, of any organization of any **Insured** in the discharge of their duties, individually or collectively, or any matter claimed against them solely by reason of being directors or officers.

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

All other terms and conditions of the policy remain unchanged.

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179032 4-13

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Violation of Statutes Exclusion (E-Mails, Fax, Phone Calls or Other Methods of Recording or Distribution of Material or Information) 179033 05 09

Policy Amendment - Umbrella Policy - Excess Liability Policy

The policy does not apply to any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate:

A. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

B. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

C. The Fair Credit Reporting Act (FCRA), and any amendment of our addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

D. Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

All other terms and conditions of the policy remain unchanged.

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New York Changes - 2008 N.Y. Laws (Former SB 8610) Provisions 179059 01 09 NY

Policy Amendment(s) Liability

A. The following provision is hereby added to the policy and shall replace any other provision addressing the ability to bring a legal action against the insurer providing coverage under this policy:

Legal Action Against Us

1. Except as provided in Paragraph 2., no person or organization has a right under this Coverage Form or Part:

   a. To join us as a party or otherwise bring us into a **Suit** asking for damages from an **Insured**; or

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

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

2. With respect to **Bodily Injury** claims, if we deny coverage or do not admit liability because an **Insured** or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or non admission of liability is based on the failure to provide timely notice.

   However, the injured person, someone acting for the injured person or other claimant may not bring an action if within 60 days after we deny coverage or do not admit liability, we or an **Insured**:

   a. Brings an action to declare the rights of the parties under the policy; and

   b. Names the injured person, someone acting for the injured person or other claimant as a party to the action.

The addition of these provisions is not intended to broaden coverage otherwise provided by the policy in the absence of such language.

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B. The following provision is added and supersedes any provision to the contrary:

Failure to give notice to us as soon as practicable, as required under this Coverage Form or Part shall not invalidate any claim made by the **Insured**, injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no claim made by the **Insured**, injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

All other terms and conditions of this policy remain unchanged.

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Crisis Management Response Costs and Crisis Management Loss Coverage Extension Endorsement - 179061 07 13 NY

Schedule A - Crisis Management Limits of Insurance

Crisis Management Response Costs Sublimit of Insurance: **$250,000**

Crisis Management Loss Limit of Insurance: **$50,000**

Schedule B - Approved Crisis Management Firms

Hill & Knowlton Strategies
24-hour North America crisis help line: +1 (212) 885-0306

or

Allianz Global Corporate & Specialty
1 Progress Point Parkway
O'Fallon, MO 63368
Phone number: 888-347-3428
or email the loss to Newloss agcs.allianz.com

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Schedule C - Additional Key Executives

None, unless listed below:

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One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

President

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I. **Insuring Agreement - Crisis Management Response Costs and Crisis Management Loss**

A. **Crisis Management Response Costs**

We will pay **Crisis Management Response Costs** on behalf of the **Named Insured,** regardless of fault, arising from a **Crisis Management Event** which first commences during our Policy Period, up to the amount of the **Crisis Management Response Costs Sublimit of Insurance.**

B. **Crisis Management Loss**

We will pay **Crisis Management Loss** on behalf of the **Named Insured** arising from a **Crisis Management Event** which first commences during our Policy Period, up to the amount of the **Crisis Management Loss Limit of Insurance.**

C. A **Crisis Management Event** will be deemed to commence at the time when a **Key Executive** first becomes aware of a **Crisis Management Event** and will end when we determine that a crisis no longer exists or when the **Crisis Management Response Costs Sublimit of Insurance** has been exhausted, whichever occurs first.

D. There will be no **Retained Limit** applicable to **Crisis Management Response Costs** or **Crisis Management Loss.**

E. Any payment of **Crisis Management Response Costs** or **Crisis Management Loss** that we make under the coverage provided by this endorsement will not be an acknowledgement of coverage under the policy, nor does it create any duty to defend any **Suit** under any other part of this policy.

II. **Limits of Insurance**

A. The **Crisis Management Response Costs Sublimit of Insurance** is the most we will pay for all **Crisis Management Response Costs** under this policy, regardless of the number of **Crisis Management Events** first commencing during our Policy Period. This **Crisis Management Response Costs Sublimit of Insurance** will be in addition to the applicable Limits of Insurance shown in the Declarations of this policy.

B. The **Crisis Management Loss Limit of Insurance** is the most we will pay for all **Crisis Management Loss** under this policy, regardless of the number of **Crisis Management Events** first commencing during our Policy Period. This **Crisis Management Loss Limit of Insurance** will be in addition to the applicable Limits of Insurance shown in the Declarations of this policy.

C. We will have no obligation to pay **Crisis Management Response Costs** when we determine that a **Crisis Management Event** has ended or when the **Crisis Management Response Costs Sublimit of Insurance** has been exhausted, whichever occurs first.

D. The Crisis Management Limits of Insurance in Schedule A of this endorsement apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, beginning with the inception date of our Policy Period shown in the Declarations, unless our Policy Period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Crisis Management Limits of Insurance of this endorsement.

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III. As used in this endorsement, the following terms have the following meanings:

A. **Crisis Management Event** means an **Occurrence** that triggers significant adverse regional or national media coverage that in the good faith opinion of a **Key Executive** of the **Named Insured** has or may result in damages covered by this policy that are in excess of the total applicable limits of **Primary Insurance, Other Insurance,** or **Self-Insured Retention.**

Crisis Management Event includes man-made disasters such as explosions, major crashes, multiple deaths, burns, dismemberment, traumatic brain injury, permanent paralysis, or contamination of food, drink, or pharmaceuticals, provided that they result from an **Occurrence.**

B. **Crisis Management Firm** means any firm approved by us and shown in Schedule B, Approved Crisis Management Firms, of this endorsement, which is hired by you to perform **Crisis Management Services** in connection with a **Crisis Management Event.** An approved **Crisis Management Firm** will be in business three or more years, be available to respond to an insured twenty four hours a day seven days a week, have a specialty in **Crisis Management Services** practices, and have no conflict of interest with the **Named Insured**.

C. **Crisis Management Loss** means the following amounts incurred during a **Crisis Management Event:**

1. Amounts for the reasonable and necessary fees and expenses incurred by a **Crisis Management Firm** in the performance of **Crisis Management Services** for the **Named Insured** solely arising from a covered **Crisis Management Event;** and

2. Amounts for reasonable and necessary printing, advertising, mailing of materials, or travel by directors, officers, employees or agents of the **Named Insured** or a **Crisis Management Firm** incurred at the direction of a **Crisis Management Firm,** solely arising from a covered **Crisis Management Event.**

D. **Crisis Management Services** means those services performed by a **Crisis Management Firm** in assisting the **Named Insured** in minimizing potential harm to the **Named Insured** from a covered **Crisis Management Event** by maintaining and restoring public confidence in the **Named Insured.**

E. **Crisis Management Response Costs** means the following reasonable and necessary expenses incurred during a **Crisis Management Event** directly caused by a **Crisis Management Event,** provided that such expenses have been pre-approved by us and are associated with damages that would be covered by this policy:

1. Medical expenses;

2. Funeral expenses;

3. Psychological counseling;

4. Travel expenses;

5. Temporary living expenses;

6. Expenses to secure the scene of a **Crisis Management Event**.

Crisis Management Response Costs does not include defense costs or **Crisis Management Loss.**

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F. **Crisis Management Response Costs Sublimit of Insurance** means the Crisis Management Response Costs Sublimit of Insurance shown in Schedule A of this endorsement.

G. **Crisis Management Loss Limit of Insurance** means the Crisis Management Loss Limit of Insurance shown in Schedule A of this endorsement.

H. **Key Executive** means the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, General Counsel or general partner (if the **Named Insured** is a partnership) of the **Named Insured** or sole proprietor (if the **Named Insured** is a sole proprietorship). A **Key Executive** also means any other person holding a title designated by you and approved by us, which title is shown in Schedule C - Additional Key Executives of this endorsement.

I. **Retained Limit** means:

1. The total applicable limits of **Primary Insurance** and any applicable **Other Insurance** providing coverage to the **Insured;** or

2. The **Self-Insured Retention** applicable to each **Occurrence** that results in damages not covered by **Primary Insurance** nor any applicable **Other Insurance** providing coverage to the **Insured.**

J. **Self-Insured Retention** means the amount of Self-Insured Retention, if any, that may be scheduled on the policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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Access or Disclosure of Confidential or Personal Information and Data-Related Exclusion - 179087 05 14

Policy Amendment - Umbrella Policy - Excess Liability Policy

This policy does not apply to any liability arising out of:

A. Access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

B. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data**.

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

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

All other terms and conditions of the policy remain unchanged.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

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179087 5-14

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Fireman's Fund

Important Notice Regarding Terrorism Coverage - 380139 01 15

You are hereby notified that this policy will apply with respect to a "certified act of terrorism", if coverage for such "certified act of terrorism" is provided by all scheduled **Primary Insurance** or **Underlying Insurance** that are subject to the Terrorism Risk Insurance Act, as amended.

As used in this message, "certified act of terrorism" means an act or acts that are certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, as amended, to be an act of terrorism pursuant to such Act, as amended ("The Act"). The criteria contained in The Act for a "certified act of terrorism" includes the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended; and

2. The act resulted in damage:

   a. Within the United States (including its territories and possessions and Puerto Rico); or

   b. Outside the United States in the case of:

      (1) An air carrier (as defined in Section 40102 of title 49, United States code) or United states flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States) regardless of where the loss occurs; or

      (2) The premises of any United States mission; and

3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

If you have any questions, please contact your agent or broker representing the Fireman's Fund Insurance Companies.