A STOCK COMPANY

EVANSTON INSURANCE COMPANY

Ten Parkway North
Deerfield, IL 60015

INSURANCE POLICY

Coverage afforded by this policy is provided by the Company (Insurer) and named in the Declarations.

In **Witness Whereof**, the company (insurer) has caused this policy to be executed and attested and countersigned by a duly authorized representative of the company (insurer) identified in the Declarations.

Secretary **President**

MARKEL®

PRIVACY NOTICE

We are committed to safeguarding your privacy. We understand your concerns regarding the privacy of your nonpublic personal information. No nonpublic personal information is required to be collected when you visit our websites; however, this information may be requested in order to provide the products and services described. We do not sell nonpublic personal information to non-affiliated third parties for marketing or other purposes. We only use and share this type of information with non-affiliated third parties for the purposes of underwriting insurance, administering your policy or claim and other purposes as permitted by law, such as disclosures to insurance regulatory authorities or in response to legal process. Notwithstanding the foregoing, we may use this information for the purpose of marketing our own products and services to you.

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with us, our affiliates, or others; and/or
- Information we receive from consumer reporting agencies and inspection reports.

We do not disclose any nonpublic personal information about our customers/claimants or former customers/claimants to anyone, except as permitted by law.

We may disclose nonpublic personal information about you to the following types of third parties:

- Service providers, such as insurance agents and/ or brokers and claims adjusters; and/or
- Other non-affiliated third parties as permitted by law.

We restrict access to nonpublic personal information about our customers/claimants to those individuals who need to know that information to provide products and services to our customers/claimants or as permitted by law. We maintain physical, electronic, and procedural safeguards to guard your nonpublic personal information.

Residents of California:

You may request to review and make corrections to recorded non-public personal information contained in our files. A more detailed description of your rights and practices regarding such information is available upon request. Please contact your agent/broker for instructions on how to submit a request to us.

HOW TO REPORT A CLAIM

How to report a new claim:

- **Email:** **newclaims@markelcorp.com**
- **FAX:** **(855) 662-7535**
- ***Phone:** **(800) 362-7535**
- **Mail:** **P.O. Box 2009, Glen Allen, VA 23058-2009**

Please complete the appropriate ACORD form in detail and include the name and phone number of the contact person at the location of the reported incident. If possible, please attach a copy of the facility incident report. When reporting an auto claim, please identify the unit # on the schedule along with the VIN#. If the loss/claim involves a building or damage to property, please provide the physical address of the property.

***Please refer to your specific policy language for new claim reporting requirements. Some policies require you to report all claims in writing only.**

How to send Supplemental Information / Questions on an existing claim:

- **Email:** **markelclaims@markelcorp.com**
- **FAX:** **(855) 662-7535**
- **Phone:** **(800) 362-7535**
- **Mail:** **P.O. Box 2009, Glen Allen, VA 23058-2009**

If you have questions about a claim, please call 1-800-362-7535.

Inquiries may also be faxed to 1-855-662-7535.

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EVANSTON INSURANCE COMPANY

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

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

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – https://www.treasury.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

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EVANSTON INSURANCE COMPANY

State Transaction Code:

MARKEL®

COMMERCIAL EXCESS LIABILITY POLICY DECLARATIONS

POLICY NUMBER: EZXS3022143 RENEWAL OF POLICY: EZXS3009445

Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code)

U Seal USA LLC
125 Old Iron Oar
Bloomfield, CT 06002

Policy Period: From 04/19/2020 to 04/19/2021 at 12:01 A.M. Standard Time at your mailing address shown above.

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.

Limits Of Insurance

Each Occurrence Limit:	$ 2,000,000
Aggregate Limit:	$ 2,000,000
Retained Limit / Each Occurrence:	$

Premium

Policy Premium:	$ 1,400.00
Terrorism Premium:	$ Not Covered
Fees (Where Applicable):	$ 131.00
Total Premium:	$ 1,531.00 Payable At Inception

Audit Period: ☒ Not Applicable ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly

Rating Basis (If Subject To Audit) Premium Basis: _____ Rate: _____

NOTICE
THIS IS A SURPLUS LINES POLICY AND IS NOT PROTECTED BY THE CONNECTICUT INSURANCE GUARANTY ASSOCIATION OR SUBJECT TO REVIEW BY THE CONNECTICUT INSURANCE DEPARTMENT. IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THIS POLICY.

Producer Number, Name and Mailing Address

213077
Risk Placement Services, Inc.
530 Preston Avenue Suite 205
Meriden, CT 06450

Endorsements

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

Per Forms Schedule

Schedule Of Underlying Insurance

Per Schedule Of Underlying Insurance

These declarations, together with the Coverage Form and any Endorsement(s), complete the above numbered policy.

Countersigned: 04/13/2020 By: _____

DATE **AUTHORIZED REPRESENTATIVE**

To Report a Loss
• Dial toll-free #1 (844)777-8323 or visit our
• Website: https://my.rpsins.com/claimsfnol
• Contact Insurer directly (see policy section)

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EVANSTON INSURANCE COMPANY

SCHEDULE OF TAXES, SURCHARGES OR FEES

State	Description	Amount	
CT	Surplus Lines Tax	$	56.00
	Broker Fee - RPS	$	75.00
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
TOTAL		$	131.00

EVANSTON INSURANCE COMPANY

FORMS SCHEDULE

FORM NUMBER	FORM NAME
COMMON	
MJIL 1000 08 10	Policy Jacket (Evanston)
MPIL 1007 03 14	Privacy Notice
MPIL 1041 02 12	How To Report A Claim
MPIL 1083 04 15	U.S. Treasury Department's Office Of Foreign Assets Control (OFAC) Advisory Notice To Policyholders
MADUB 1000 04 17	Commercial Excess Liability Policy Declarations
MDIL 1002 01 10	Schedule of Taxes, Surcharges Or Fees
MDIL 1001 08 11	Forms Schedule
MEIL 1200 10 16	Service Of Suit
MEIL 1225 10 11	Change - Civil Union
MIL 1214 09 17	Trade Or Economic Sanctions
EXCESS LIABILITY	
MAUB 1817 01 15	Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act)
MADUB 1003 04 17	Schedule Of Underlying Insurance
MAUB 0001 01 15	Commercial Excess Liability Policy
MAUB 1243 04 17	Unimpaired Aggregate Limit
MAUB 1255 01 15	Non-Drop Down Provision
MAUB 1264 04 17	25% Minimum Earned Premium (Excess)
MAUB 1308 01 15	Exclusion - Breach Of Contract
MAUB 1310 04 17	Exclusion - Prior Incidents And Prior Construction Defects
MAUB 1312 01 15	Exclusion - Residential Work Or Project - Specified States
MAUB 1338 01 15	Exclusion - Aircraft Products and Grounding
MAUB 1355 01 15	Exclusion - Nuclear Energy Liability
MAUB 1363 04 17	Exclusion - Contractor's Services
MAUB 1384 01 15	Exclusion - Employment-Related Practices
MAUB 1386 01 15	Exclusion - ERISA
MAUB 1391 01 15	Exclusion - Computer Related And Other Electronic Problems
MAUB 1402-CT 01 15	Connecticut Amendatory
MAUB 1506 01 15	Intellectual Property Rights Following Form
MAUB 1513 04 17	Contractors and Subcontractors - Indemnification and Insurance Conditions
MAUB 1543 04 17	Personal And Advertising Injury Aggregate Limit Of Insurance
MAUB 1604 01 15	Exclusion - Exterior Insulation And Finish System
MAUB 1615 01 15	Exclusion - Damage To Property
MAUB 1617 01 15	Exclusion - Recall Of Products, Work Or Impaired Property
MAUB 1618 04 17	Exclusion - Sublimited Underlying Coverage
MAUB 1621 01 15	Exclusion - Recording And Distribution Of Material Or Information In Violation Of Law
MAUB 1638 01 15	Exclusion - Fungi Or Bacteria

MAUB 1642 01 15	Exclusion - Lead
MAUB 1663 01 15	Exclusion - Professional Services
MAUB 1665 01 15	Exclusion - Auto No-Fault And Similar Laws
MAUB 1666 01 15	Exclusion - War Liability
MAUB 1678 01 15	Exclusion - Pollution
MAUB 1692 01 15	Exclusion - Punitive Damages
MAUB 1696 01 15	Exclusion Of Certified Acts Of Terrorism
MAUB 1804 01 15	Exclusion - Silica Or Mixed Dust
MAUB 1806 01 15	Exclusion - Subsidence
MAUB 1813 01 15	Exclusion - Asbestos
MAUB 1814 01 15	Colorado Exclusion - Residential Or Commercial Work Or Project
MAUB 1815 01 15	Exclusion - New York Operations
MAUB 1822 04 17	Exclusion - Unmanned Aircraft
MAUB 1843 04 17	Exclusion - Cross Suits
MUB Terr-2 01 15	Confirmation Of Exclusion Of Certified Acts Of Terrorism Coverage - Terrorism Risk Insurance Act
MPIL 1120 01 20	Notice To Policyholders Potential Restrictions Of Terrorism

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

Except with respect to any policy issued in any state in which the Insurer is licensed as an admitted insurer to transact business, it is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Secretary, Legal Department, Markel Service, Incorporated, Ten Parkway North, Deerfield, Illinois 60015, and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other official specified for that purpose in the statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this policy, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES – CIVIL UNION

All references to “spouse” or “family member” in any Coverage Part or policy form made part of this insurance shall include a party to a civil union or domestic partnership law recognized under any applicable statute.

All other terms and conditions remain unchanged.

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS

The following is added to this policy:

Trade Or Economic Sanctions

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.

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EVANSTON INSURANCE COMPANY

CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
CLAIMS MADE EXCESS LIABILITY POLICY
OCCURRENCE EXCESS LIABILITY POLICY
UMBRELLA POLICY – OCCURRENCE & CLAIMS MADE

Please refer to each Coverage Part to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Parts.

A. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.

a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part; or

b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:

(1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or

(2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or

(3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

2. If the provisions of this endorsement become applicable, such provisions:

a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and

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b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

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

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

(1) Use or threat of force or violence; or

(2) Commission or threat of a dangerous act; or

(3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

(1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

(2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury or damage" means any injury or damage covered under any Coverage Part or underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "personal injury", "advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or underlying insurance.

C. The following exclusion is added:

EXCLUSION OF TERRORISM

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

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

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

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

a. Physical injury that involves a substantial risk of death; or

b. Protracted and obvious physical disfigurement; or

c. Protracted loss of or impairment of the function of a bodily member or organ.

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Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **C.5.** or **C.6.** are exceeded.

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

The terms and limitations of any terrorism exclusions, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

All other terms and conditions remain unchanged.

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SCHEDULE OF UNDERLYING INSURANCE

Type of Policy / Carrier	Limits Of Insurance	
Commercial General Liability Carrier:		
Mesa Underwriters	Per Occurrence	$1,000,000
Effective Date: 04/19/2020	General Aggregate	$2,000,000
Expiration Date: 04/19/2021	Products/Completed Operations Aggregate	$2,000,000
	Personal and advertising injury	$1,000,000
Commercial Automobile Liability Carrier:		
Progressive	Combined Single Limit	$1,000,000
Effective Date: 05/07/2020		
Expiration Date: 05/07/2021		

All Limits Of Insurance are Each Occurrence and Aggregate, if applicable.

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COMMERCIAL EXCESS LIABILITY POLICY

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

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

Other words and phrases that appear in quotation marks have special meanings. Refer to Section **V.** Definitions.

SECTION I. INSURING AGREEMENT

1. We will pay those sums in excess of the limits shown in the Schedule Of Underlying Insurance that you become legally obligated to pay as damages because of injury to which this insurance applies, provided that the "underlying insurance" also applies, or would apply but for the exhaustion of its applicable Limits Of Insurance.

2. This policy is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except:

a. We will have no obligation under this policy with respect to any claim or suit that is settled without our consent; and

b. With respect to any provisions to the contrary contained in this policy.

3. The amount we will pay for damages shall not exceed the Limits Of Insurance shown in the Declarations.

4. We will have the right to participate in the defense of claims or suits against you seeking damages because of injury to which this insurance may apply. We will have a duty to defend such claims or suits when the applicable limit of insurance of the "underlying insurance" has been exhausted by payment of judgments, settlements and any cost or expense subject to such limit. We may, at our discretion, investigate and settle any claim or suit. Our right and duty to defend ends when the applicable limit shown in the Declarations has been used up by our payment of judgments or settlements.

SECTION II. EXCLUSIONS

The exclusions applicable to the "underlying insurance" also apply to this policy.

SECTION III. LIMITS OF INSURANCE

1. The Limit Of Insurance shown in the Declarations as the Each Occurrence Limit is the most we will pay for damages arising out of any one occurrence or offense.

2. If a Limit Of Insurance is shown in the Declarations as the Aggregate Limit, that amount will apply in the same manner as the aggregate limits shown in the Schedule Of Underlying Insurance.

SECTION IV. CONDITIONS

If any of the following conditions are contrary to conditions contained in the "underlying insurance" the provisions contained in this policy apply.

1. Appeals

In the event the underlying insurer(s) elects not to appeal a judgment in excess of the limits of the "underlying insurance", we may elect to make such an appeal. If we so elect, we shall be liable, in addition to the applicable Limits Of Insurance, for all defense expenses we incur.

2. Maintenance Of Underlying Insurance

a. You agree to maintain the “underlying insurance” in full force and effect during the term of this policy, and to inform us within 30 days of any replacement or material change of that “underlying insurance” by the same or another company. Failure to maintain the “underlying insurance” in full force and effect or to meet all conditions and warranties of such “underlying insurance” will not invalidate insurance provided under this policy, but insurance provided under this policy shall apply as if the "underlying insurance" were available and collectible.

b. Reduction or exhaustion of the aggregate limit of any “underlying insurance” by payments for judgments, settlements or any costs or expenses subject to that limit, will not be a failure to maintain “underlying insurance” in full force and effect.

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

For purposes of this policy, if any “underlying insurance” is not available or collectible because of:

a. The bankruptcy or insolvency of the underlying insurer(s) providing such “underlying insurance”; or

b. The inability or failure for any other reason of such underlying insurer(s) to comply with any of the obligations of its policy;

then this policy shall apply and amounts payable hereunder shall be determined as if such “underlying insurance” were available and collectible.

3. Other Insurance

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis, except other insurance written specifically to be excess over this insurance.

4. Cancellation

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

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

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 60 days before the effective date of cancellation if we cancel for any other reason.

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

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

e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

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

5. Policy Period

This insurance will respond to injury or damage that occurs, or arises from an offense committed, during the Policy Period shown in the Declarations.

SECTION V. DEFINITIONS

“Underlying insurance” means the policies or self-insurance shown in the Schedule Of Underlying Insurance, any replacements thereof and other policies purchased or issued for newly acquired or formed organizations. Policies purchased or issued replacements of policies or self-insurance listed in the Schedule Of Underlying Insurance or for newly acquired or formed organizations shall not be more restrictive than those listed in the Schedule Of Underlying Insurance. All “underlying insurance” shall be maintained by you in accordance with the Maintenance Of Underlying Insurance condition of this policy.

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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNIMPAIRED AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

The following is added to the Limits Of Insurance section:

The aggregate limits on “underlying insurance” shall be unimpaired as of the inception date of this policy.

Only “occurrences” that take place during the policy period of this policy shall be considered in determining the extent of any exhaustion of the aggregate limits on “underlying insurance”.

If any "underlying insurance" is written on a claims made basis, the aggregate limits on “underlying insurance” will only be reduced or exhausted by claims for that insurance that are made during the policy period, or any Extended Reporting Period, of this policy.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-DROP DOWN PROVISION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

The aggregate limits on “underlying insurance” shall not be reduced as respects coverage excluded hereunder. It shall be the insured’s sole responsibility to provide other insurance or self-insurance for any impairment of the underlying aggregate limit.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

25% MINIMUM EARNED PREMIUM

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

A. Paragraph **e.** of Condition **4.** Cancellation under Section **IV.** Conditions is replaced by the following:

e. If this policy is cancelled by:

(1) The first Named Insured and the policy is not subject to audit, we will retain no less than 25% of the Total Premium shown in the Declarations.

(2) The first Named Insured and the policy is subject to audit, the earned premium will be determined by the final audit. However, in no event will we retain less than 25% of the Total Premium as described in the Minimum Earned Premium condition.

(3) Us for any reason other than for nonpayment of premium, the refund will be pro-rata. However, in no event will we retain less than 25% of the Total Premium as described in the Minimum Earned Premium condition.

We will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund.

B. The following is added to Section **IV.** Conditions:

Minimum Earned Premium

a. The minimum earned premium for the policy period is 25% of the Total Premium, shown on the Declarations, plus any premium adjustment for endorsements and any additional premium developed by audit.

b. Audits that indicate a return premium will not reduce the minimum earned premium as stated in Paragraph **a.** above.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – BREACH OF CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

The following is added to the Exclusions section:

This policy does not apply to:

Breach Of Contract

Liability arising out of any breach of contract, whether written or oral, or for any breach of an implied in law or implied in fact contract.

This exclusion shall also apply to any additional insureds under this policy.

All other terms and conditions remain unchanged.

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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PRIOR INCIDENTS AND PRIOR CONSTRUCTION DEFECTS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY

The following is added to the Exclusions section:

This policy does not apply to:

Prior Incidents And Prior Construction Defects

Loss, cost or expense arising from a claim which first occurred or is alleged to have begun to occur prior to the effective date of this policy. This exclusion applies regardless of whether repeated or continued exposure to conditions which were a cause of such loss, cost or expense occur during the period of this policy and cause additional, progressive or further loss, cost or expense, all of which are excluded from coverage.

This exclusion shall apply whether or not the insured's legal obligation to pay damages has been established as of the inception date of this policy.

If this policy is renewed or extended by us for more than one annual period, the most we will pay for loss, cost or expense arising from a claim which first occurred during one of the policy periods is the applicable limit of insurance available for the policy period during which the injury or damage first occurred, regardless of whether such injury or exposure to it existed before or continues after the policy period in which it first occurred.

When coverage does not apply for the Named Insured, no coverage or defense will be afforded to any additional insured under this policy.

All other terms and conditions remain unchanged.

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – RESIDENTIAL WORK OR PROJECT – SPECIFIED STATES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY

SCHEDULE	
States:	Arizona,California,Colorado,Nevada, Oregon and Washington

A. The following is added to the Exclusions section:

This policy does not apply to:

Residential Work Or Project

Liability arising out of the construction, development, renovation, repair, maintenance, demolition, planning or preparation of any “residential work or project” in the states shown in the Schedule of this endorsement.

B. The following is added to the Definitions section as respects this exclusion:

“Residential work or project” means detached or attached single-family homes, single-family tract homes, townhomes, condominiums, cooperative housing or the conversion of apartments to townhomes, condominiums, cooperative housing or similar conversions.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – AIRCRAFT PRODUCTS AND GROUNDING

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY

A. The following is added to the Exclusions section:

This policy does not apply to:

Aircraft Products And Grounding

Liability arising out of your "aircraft products" or the "grounding" of any aircraft, missile or spacecraft.

B. The following are added to the Definitions section with respect to this exclusion:

1. "Aircraft products":

a. Means:

(1) Aircraft, missiles or spacecraft and their ground support or control equipment;

(2) Any other goods or products, other than those specified in Paragraph **1.a.(1)** above, that you manufacture, sell, handle or distribute for any services you, or others trading under your name, provide or recommend for use in the manufacture, repair, operation, maintenance or use of any item specified in **1.a.(1)** above; or

(3) Any goods, products or spare parts you furnish, install or use in connection with any item specified in **1.a.(1)** above, including but not limited to:

(a) Ground handling tools and equipment;

(b) Training aids, instruction manuals or blueprints;

(c) Engineering or other data or advice; or

(d) Service or labor relating to such aircraft or articles.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your "aircraft product", and

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

2. "Grounding" means the withdrawal of one or more aircraft, missiles or spacecraft from flight operations or the imposition of speed, passenger or load restrictions on aircraft, missiles or spacecraft because of the existence or alleged existence of any defect, fault or condition affecting the safe operation of such aircraft, missile or spacecraft.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – NUCLEAR ENERGY LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

A. The following is added to Section **II.** Exclusions:

This policy does not apply to:

Nuclear Energy Liability

Any liability resulting from the "hazardous properties" of "nuclear material".

B. As used in this exclusion:

"Hazardous properties" include radioactive, toxic or explosive properties;

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

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

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LIMITATION – CONTRACTOR'S SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

The following are added to Section **II.** Exclusions:

This policy does not apply to:

Damage To Property

Property damage to:

a. Any property or equipment rented, leased or loaned to any insured;

b. Property being installed or erected by or for any insured; or

c. That particular part of real property on which work is being performed by or for any insured.

Wrap-up

Bodily injury or property damage arising out of either your ongoing operations or operations included within the products-completed operations hazard at any joint venture or any project for which you are, or ever were, included as an insured under any owner-controlled, consolidated (wrap-up) insurance program.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

a. Provides coverage identical to that provided by this policy;

b. Has limits adequate to cover all claims; or

c. Remains in effect;

Joint Venture Or Partnership

Bodily injury or property damage arising out of any joint venture or partnership of which any insured is a member and which is not designated in this policy as a Named Insured.

Architectural, Engineering Or Land Surveying Professional Services

Bodily injury, property damage or personal and advertising injury arising out of the rendering of or failure to render any architectural, engineering or land surveying professional services performed by or for you, including:

a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawing and specifications; and

b. Supervisory, inspection, architectural or engineering 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 occurrence which caused the bodily injury or property damage, or the offense which caused the personal and advertising injury, involved the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EMPLOYMENT-RELATED PRACTICES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

The following is added to Section **II.** Exclusions:

This policy does not apply to:

Employment-Related Practices

Bodily injury or personal and advertising injury to a person arising out of any:

a. Refusal to employ;

b. Termination of employment;

c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

d. Consequential bodily injury as a result of the employment-related practices described in Paragraphs **a.** through **c.** above.

This exclusion applies whether the injury-causing event described in Paragraphs **a.** through **c.** above occurs before employment, during employment or after employment.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ERISA

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

The following is added to Section **II.** Exclusions:

This policy does not apply to:

ERISA

Any obligations incurred or imposed upon an insured (or which are imputed to any insured) under the Employee Retirement Income Security Act of 1974 (ERISA), Public Law 93-406, any law amendatory thereof and any similar state or local laws.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

The following is added to the Exclusions section:

This policy does not apply to:

Computer-Related And Other Electronic Problems

Any “bodily injury”, “property damage”, “personal and advertising injury" or damages arising out of a pecuniary, financial or other economic loss resulting from the failure of any electronic data processing equipment, microprocessor, computer program, software, media, or data to correctly recognize, interpret, differentiate or process any date.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT AMENDATORY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

A. Paragraphs **b.** and **c.** of the **Cancellation** Condition are replaced by the following:

b. Cancellation Of Policies In Effect

(1) Less Than 60 Days

If this policy has been in effect for less than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason by giving you written notice of cancellation at least:

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

(b) 30 days before the effective date of cancellation if we cancel for any other reason.

(2) 60 Days Or More

If this policy has been in effect for 60 days or more or this is a renewal of a policy we issued, we may cancel this policy by giving you written notice of cancellation at least:

(a) 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:

(i) Nonpayment of premium;

(ii) Conviction of a crime arising out of acts increasing the hazard insured against;

(iii) Discovery of fraud or material misrepresentation by you in obtaining the policy or in perfecting any claim thereunder;

(iv) Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or

(v) A determination by the Commissioner that continuation of the policy would violate or place us in violation of the law; or

(b) 60 days before the effective date of cancellation if we cancel for one or more of the following reasons:

(i) Physical changes in the property insured against;

(ii) A material increase in the hazard insured against; or

(iii) A substantial loss of reinsurance by us affecting this particular line of insurance.

We may not cancel policies in effect for 60 days or more or renewal policies for any reason other than the reasons described above.

If we cancel for nonpayment of premium, you may continue the coverage and avoid the effect of the cancellation by payment in full at any time prior to the effective date of the cancellation.

c. Notice of cancellation will be delivered or sent by registered mail, certified mail; or mail evidenced by a United States Post Office certificate of mailing. We will give notice to you at your last mailing address known to us.

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B. The following Condition is added to Section **IV.** Conditions:

When We Do Not Renew

a. If we decide not to renew this policy, we will mail or deliver to you written notice of nonrenewal, stating the specific reason for nonrenewal, at least 60 days before the expiration date of this policy. The notice will be sent to your address last known to us.

b. This notice will be delivered or sent by:

(1) Registered mail;

(2) Certified mail; or

(3) Mail evidenced by a certificate of mailing.

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

c. However, we are not required to send this notice if nonrenewal is due to your failure to pay any advance premium required for renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INTELLECTUAL PROPERTY RIGHTS FOLLOWING FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

The following is added to Section **II.** Exclusions:

This policy does not apply to:

Intellectual Property Rights

Personal and advertising injury 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 if coverage is provided by the “underlying insurance” shown in the Schedule Of Underlying Insurance and then only to the extent provided by that “underlying insurance”.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS AND SUBCONTRACTORS – INDEMNIFICATION AND INSURANCE CONDITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY

SCHEDULE

Minimum Primary Limit:	$1,000,000	Each Occurrence

The following is added to the Conditions section:

Contractor's And Subcontractor's Indemnification And Insurance Conditions

As respects all work performed for or on behalf of any insured, and as an express condition precedent to this insurance, each insured agrees for itself as follows:

a. It has confirmed or will confirm that it is named as an additional insured on all contractors' and subcontractors' Commercial General Liability insurance policies and that such policies are written on an occurrence basis with a current policy period subject to limits no less than that shown in the Schedule of this endorsement as Minimum Primary Limit; and

b. It has obtained or will obtain hold harmless agreements from all contractors and subcontractors indemnifying each such insured against all loss and expense arising out of or related to any insured to any person or property arising out of such contractor's or subcontractor's work for such insured.

Failure of an insured to comply with any of the above conditions shall not invalidate this policy but in the event of such failure, this policy will apply to the same extent had the contractor or subcontractor maintained the insurance as required by this endorsement.

Each insured agrees that no prejudice need result from an insured's noncompliance for this endorsement to be enforced.

All other terms and conditions remain unchanged.

POLICY NUMBER: EZXS3022143

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL AND ADVERTISING INJURY AGGREGATE LIMIT OF INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

SCHEDULE

Personal And Advertising Injury Aggregate Limit:	$2,000,000

Section **III.** Limits Of Insurance is replaced by the following:

1. The Limit Of Insurance shown in the Declarations as the Each Occurrence Limit is the most we will pay for damages arising out of any one occurrence or offense.

2. If a Limit Of Insurance is shown in the Declarations as the Aggregate Limit, that amount will apply in the same manner as the aggregate limits shown in the Schedule Of Underlying Insurance.

However, if personal and advertising injury coverage is provided in the “underlying insurance”, then the following applies:

a. The Aggregate Limit shown in the Declarations is the most we will pay for the sum of all covered damages, except for damages because of personal and advertising injury, regardless of the number of occurrences, offenses, claims, or suits.

b. The Personal And Advertising Injury Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all covered damages because of personal and advertising injury, regardless of the number of occurrences, offenses, claims, or suits.

c. If a claim or suit results in a settlement or judgment for covered personal and advertising injury damages and other types of covered damages, then the following applies:

(1) The Aggregate Limit shown in the Declarations applies to all covered damages; and

(2) If the Aggregate Limit shown in the Declarations is exhausted by covered damages, then the Personal And Advertising Injury Aggregate Limit shown in the Schedule of this endorsement will apply to the personal and advertising injury damages that exceed the Aggregate Limit shown in the Declarations, until the Personal And Advertising Injury Aggregate Limit is exhausted.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EXTERIOR INSULATION AND FINISH SYSTEM

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

A. The following is added to the Exclusions section:

This policy does not apply to:

Exterior Insulation And Finish System

Any liability included in the "products-completed operations hazard" and arising out of:

a. The design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction or replacement of:

(1) An "exterior insulation and finish system" or any part thereof; or

(2) Any substantially similar system or any part thereof,

including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system.

b. Any work or operations with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system" is used on any part of that structure.

B. The following is added to the Definitions section:

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

a. A rigid or semi-rigid insulation board made of expanded polystyrene or other materials;

b. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;

c. A reinforced base coat;

d. A finish coat providing surface texture and color; or

e. Any flashing, caulking or sealant used with the system for any purpose.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DAMAGE TO PROPERTY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

The following is added to Section **II.** Exclusions:

This policy does not apply to:

Damage To Property

Property damage to:

a. Property you use, own, rent or occupy, including any costs or expenses incurred by you or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

b. Property loaned to you;

c. Real or personal property in the care, custody or control of any insured (as respects real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, only excluding property damage to that particular part of real property on which operations are being performed, if the property damage arises out of those operations);

d. Property transported by the insured; or

e. Premises you sell, give away or abandon, if the property damage arises out of any part of those premises, and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – RECALL OF PRODUCTS, WORK OR IMPAIRED PROPERTY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

A. The following is added to Section **II.** Exclusions:

This policy does not apply to:

Recall Of Products, Work Or Impaired Property

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

a. Your product;

b. Your work; or

c. "Impaired property",

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

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

"Impaired property" means tangible property, other than your product or your work that cannot be used or is less useful because:

a. It incorporates your product or your work that is known or thought to be defective, deficient, inadequate or dangerous; or

b. 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.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – SUBLIMITED UNDERLYING COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

The following is added to the Exclusions section:

This policy does not apply to:

Sublimited Underlying Coverage

Any “occurrence” or offense for which “underlying insurance” does not provide coverage for at least the applicable limits shown on the Schedule Of Underlying Insurance.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

The following is added to the Exclusions section:

This policy does not apply to:

Recording And Distribution Of Material Or Information In Violation Of Law

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

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

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

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

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.

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EXCLUSION – FUNGI OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY

A. The following is added to the Exclusions Section:

This policy does not apply to:

Fungi Or Bacteria

a. Any liability arising out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

B. The following is added to the Definitions section:

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – LEAD

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

The following is added to the Exclusions section:

This policy does not apply to:

Lead

Any loss, claim or expense caused by, resulting from or arising out of lead, paint containing lead, or any other material or substance containing lead.

We have no duty or obligation to provide or pay for the investigation or defense of any loss, cost, expense, claim or “suit” excluded herein.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

The following is added to the Exclusions section:

This policy does not apply to:

Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render professional services or advice by an insured or by any person for whose acts or omissions the insured is legally responsible, whether or not that service or advice is ordinary in your profession and regardless of whether a claim or "suit" is brought by a client or any other person or organization.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – AUTO NO-FAULT AND SIMILAR LAWS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

The following is added to Section **II.** Exclusions:

Auto No-Fault And Similar Laws

This policy does not apply to:

Any liability payable under or resulting from any no-fault, personal injury protection, uninsured motorists, underinsured motorists or similar law or statute.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – WAR LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

The following is added to Section **II.** Exclusions:

This policy does not apply to:

War Liability

Any liability, however caused, arising directly or indirectly out of:

a. War, including undeclared or civil war; or

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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – POLLUTION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

A. The following is added to Section **II.** Exclusions:

This policy does not apply to:

Pollution

a. Any liability arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

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

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

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

“Pollutants” 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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PUNITIVE DAMAGES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

The following is added to the Exclusions section:

This policy does not apply to:

Punitive Or Exemplary Damages

Punitive or exemplary damages. This exclusion applies regardless of any other provision of this policy.

If a “suit” is brought, against any insured, seeking both compensatory damages and punitive or exemplary damages, no coverage will be provided by this policy for any costs, including defense costs, interest, fines or penalties attributable to punitive or exemplary damages.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

A. The following is added to the Exclusions section:

This policy does not apply to:

Terrorism

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

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

"Any injury or damage" means any injury or damage covered under any Coverage Part or underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage".

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

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

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

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this policy.

All other terms and conditions remain unchanged.

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EXCLUSION – SILICA OR MIXED DUST

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

A. The following is added to Section **II.** Exclusions:

This policy does not apply to:

Silica Or Mixed Dust

a. Liability caused by, resulting from, or arising out of or in any way related to the actual, alleged or threatened discharge, dispersal, emission, release, escape, handling, contact with, exposure to or inhalation, ingestion or respiration of “mixed dust”, silica, silica-related dust or products or substances containing silica. This includes, but is not limited to any:

(1) Supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and

(2) Obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "mixed dust", silica, silica-related dust or products or substances containing silica, by any insured or by any other person or entity.

B. As respects this exclusion, the following is added to Section **V.** Definitions:

“Mixed dust” means inorganic or organic dusts that have harmful effects on human beings.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – SUBSIDENCE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY

The following is added to the Exclusions section:

This policy does not apply to:

Subsidence

Any liability arising out of the subsidence, settling, slipping, falling away, caving in, shifting, eroding, rising, tilting or any other movement of land, earth or mud.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ASBESTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

The following is added to Section **II.** Exclusions:

This policy does not apply to:

Asbestos

a. The actual, alleged or threatened:

(1) Inhalation of, ingestion of, or prolonged physical exposure to asbestos or products or work containing asbestos;

(2) Use of asbestos in your work or your product or the work or product of any person or organization for whom you may be legally responsible; or

(3) Exposure to asbestos or products containing asbestos which are at any time removed from a building or a structure, transported, handled, stored, treated, disposed of, processed or manufactured by you or any person or any organization for whom you may be legally responsible.

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

(1) Request, demand or order that any insured or others test for, monitor, clean up, remove or contain, or in any way respond to or assess the effects of asbestos; or

(2) Claim or suit by or on behalf of any person, organization or governmental authority for damages because of testing for, monitoring, cleaning up or removing, containing or in any way responding to, or assessing the effects of asbestos.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO EXCLUSION – RESIDENTIAL OR COMMERCIAL WORK OR PROJECT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY

The following is added to the Exclusions section:

This policy does not apply to:

Residential Or Commercial Work Or Project In Colorado

Liability arising out of the construction, development, renovation, repair, maintenance, demolition, planning or preparation of any residential or commercial work or project in the State of Colorado.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – NEW YORK OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY

The following is added to the Exclusions section:

This policy shall not apply to:

New York Operations

Liability arising out of operations conducted in the State of New York, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for you or for others.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

A. The following is added to Section **II.** Exclusions:

This policy does not apply to:

Unmanned Aircraft

Bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance, use or entrustment to others of any "unmanned aircraft". Use includes operation and loading or unloading.

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

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

a. After it is moved from the place where it is accepted for movement into or onto an "unmanned aircraft";

b. While it is in or on an "unmanned aircraft"; or

c. While it is being moved from an "unmanned aircraft" to the place where it is finally delivered;

but loading or unloading does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "unmanned aircraft".

Regarding personal and advertising injury, this exclusion does not apply to:

a. The use of another's advertising idea in your advertisement; or

b. Infringing upon another's copyright, trade dress or slogan in your advertisement.

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

"Unmanned aircraft" means an aircraft that is not:

a. Designed;

b. Manufactured; or

c. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CROSS SUITS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

The following is added to the Exclusions section:

This policy does not apply to:

Named Insured Versus Named Insured

Any claim or “suit” initiated, alleged or caused to be brought about by a Named Insured covered under this policy against any other Named Insured covered under this policy.

All other terms and conditions remain unchanged.

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

CONFIRMATION OF EXCLUSION OF CERTIFIED ACTS OF TERRORISM COVERAGE – TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium:	$70
Federal Share Of Terrorism Losses:	85% In 2015
	84% In 2016
	83% In 2017
	82% In 2018
	81% In 2019
	80% In 2020

Disclosure Of Premium

We have notified you that under the Terrorism Risk Insurance Act we must make certified acts of terrorism coverage available in the policies we offer. At that time we advised you that the premium for such terrorism coverage would be the amount shown in the Schedule of this notice.

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 a percentage (as shown in the Schedule of this notice) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

If you have not indicated to us or your agent that certified acts of terrorism coverage is desired, a certified act of terrorism exclusion will be attached to your policy and we will not charge your policy for terrorism coverage.

If you desire to purchase terrorism coverage, please contact us or your agent.

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NOTICE TO POLICYHOLDERS
POTENTIAL RESTRICTIONS OF TERRORISM COVERAGE

This Notice has been prepared in conjunction with the **POTENTIAL** implementation of changes related to coverage of terrorism under your policy.

The Terrorism Risk Insurance Act established the Terrorism Risk Insurance Program (Program) within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. The Program is subject to a termination date of December 31, 2020 unless extended by the federal government. If the Program terminates, or is extended with certain changes prior to or during the term of your policy, then the treatment of terrorism under your policy will change. This Notice is being provided to you for the purpose of summarizing potential impact on your coverage. The summary is a brief synopsis of significant exclusionary provisions and limitations.

This Notice does **not** form a part of your insurance contract. The Notice is designed to alert you to coverage restrictions and to other provisions in certain terrorism endorsement(s) in this policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

Carefully read your policy, including the endorsements attached to your policy.

YOUR POLICY DURING TENURE OF THE TERRORISM RISK INSURANCE PROGRAM AS THAT PROGRAM EXISTS PURSUANT TO THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2015:

This policy may or may not contain a terrorism exclusion.

If a Cap On Losses From Certified Acts Of Terrorism endorsement is attached to your policy, coverage for "certified acts of terrorism" (which is more fully defined in the endorsement) is subject to a limit on our liability pursuant to the federal Terrorism Risk Insurance Act.

If an Exclusion Of Certified Acts Of Terrorism exclusion is attached to your policy, coverage for "certified acts of terrorism" (which is more fully defined in the endorsement) is excluded.

If an Exclusion Of Certified Acts Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism exclusion is attached to your policy, coverage for "certified acts of terrorism" (which is more fully defined in the endorsement) is excluded, but such exclusion applies only if the event qualified as a nuclear event or if the event qualified under certain circumstances as a biological or chemical event. The certified-acts coverage that remains is subject to a limit on our liability pursuant to the federal Terrorism Risk Insurance Act and is subject to all policy exclusions (for example, the war liability exclusion) and other policy provisions.

If a Limitation Of Coverage For Certified Acts Of Terrorism (Sub-Limit On Annual Aggregate Basis) endorsement is attached to your policy, the amount of coverage for loss or damage caused by "certified acts of terrorism" (which is more fully defined in the endorsement, but involves an act of terrorism certified by the federal government to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act) is limited. The Certified Acts Sub-Limit is a lower amount than the Limit that applies to your policy in the event of a loss event other than a "certified act of terrorism". The Certified Acts Sub-Limit applies on an annual policy period basis: once the sub-limit is exhausted in one or more events, no further coverage for certified acts of terrorism is provided for the remainder of the annual policy period. Further, certified-acts coverage is subject to a limit on our liability pursuant to the federal Terrorism Risk Insurance Act. With respect to all acts of terrorism, policy exclusions (for example, the nuclear hazard and war exclusions) and other policy provisions continue to apply.

Regardless of which, if any, of the above referenced endorsements are attached to your policy, the absence of a terrorism exclusion does not create coverage for any loss that would otherwise be excluded under the policy, such as losses excluded by the nuclear hazard or war exclusions.

POTENTIAL CHANGE TO YOUR POLICY:

A Conditional Exclusion Of Terrorism endorsement is attached to your policy. The provisions of such endorsement become applicable to your policy only if certain events (one or more of them) occur. Those events include the following:

- If the Program terminates with respect to the type of insurance provided under this policy. (The Program is/was scheduled to terminate at the end of December 31, 2020 unless extended by the federal government.);
- If the Program is extended with changes that redefine terrorism, and we are not required to make such revised coverage available to you;
- If the Program is extended with changes that make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other events or occurrences under this policy, and we are not required to make such revised coverage available to you; or
- If the Program is extended with changes that increase insurers' statutory percentage deductible under the Program for terrorism losses, or decrease the federal government's statutory percentage share in potential terrorism losses, and we are not required to make terrorism coverage available to you. Our deductible is 20% of the total of our previous year's direct earned premiums. The government's share is 80% of the terrorism losses paid by us above the deductible.

The Conditional Exclusion Of Terrorism endorsement treats terrorism as follows:

- Coverage for injury or damage arising out of a terrorism incident is excluded only if:
  - The total of all insured damage to all types of property (including business interruption losses sustained by owners or occupants of damaged property), from the incident, exceeds $25 million. The $25 million property damage threshold is based on losses sustained by all persons and entities who are affected by an incident of terrorism, and who are insured for the damage, or who would be insured but for a terrorism exclusion;
  - Fifty or more persons sustain death or serious physical injury;

    (To determine whether the threshold for property damage ($25 million) or persons injured (fifty) is exceeded, multiple incidents of terrorism which occur within a seventy-two hour period and appear to be linked together or have a related purpose or common leadership behind them shall be considered to be one incident of terrorism.)
  - The terrorism event involves nuclear materials or results in nuclear reaction or radiation or radioactive contamination;
  - The terrorism event involves the release of radioactive material, and it appears that one purpose of the terrorism was to release such material;
  - The terrorism event is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
  - The terrorism event involves the release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the terrorism was to release such materials.

See the definition of terrorism for purposes of the terrorism exclusion.

POSSIBILITY OF ADDITIONAL PREMIUM

If this policy provides coverage for "certified acts of terrorism", the premium (if any) was calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act. Continuation of coverage for "certified acts of terrorism", or termination of such coverage, will be determined upon disposition of the federal program, subject to the terms and conditions of the Conditional Exclusion Of Terrorism endorsement on this policy. If the federal program terminates or if the level or terms of federal participation changes, the premium (if any) may not be appropriate. If coverage continues past December 31, 2020, we may re-calculate the premium (if any) for such period of time, which may result in an additional premium charge.

If we notify you of an additional premium charge, the additional premium will be due as specified in such notice.