Filing at a Glance

Company: 10690 - Allied World National Assurance Company

Product Name: n/a	SERFF Tr Num: ARKS-125458825	State: Arkansas
TOI: 17.0 Other Liability - Claims Made/Occurrence	SERFF Status: Closed	State Tr Num: #1819 $50
Sub-TOI: 17.0020 Commercial Umbrella & Excess	Co Tr Num: AWNAC-06-003-F	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
	Author:	Disposition Date: 02/08/2008
	Date Submitted: 01/28/2008	Disposition Status: Approved
Effective Date Requested (New):		Effective Date (New):
Effective Date Requested (Renewal):		Effective Date (Renewal):

State Filing Description:

158 forms

General Information

Project Name:	Status of Filing in Domicile:
Project Number:	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 02/14/2008	
State Status Changed: 02/14/2008	Deemer Date:
Corresponding Filing Tracking Number:	

Filing Description:

Company and Contact

Filing Contact Information

NA NA,
NA
NA, AR 00000

NA@NA.com
(123) 555-4567 [Phone]

Filing Company Information

10690 - Allied World National Assurance Company	CoCode: 10690	State of Domicile: New Hampshire
25 Chestnut Street	Group Code:	Company Type: Property & Casualty
Suite 105		
Haddonfield, NJ 08033	Group Name:	State ID Number:
(856) 216-0220 ext. [Phone]	FEIN Number: 02-0493244	

Filing Fees

Fee Required?	No
Retaliatory?	No
Fee Explanation:	
Per Company:	No

SERFF Tracking Number:	*ARKS-125458825*	*State:*	*Arkansas*
Filing Company:	*10690 - Allied World National Assurance Company*	*State Tracking Number:*	*#1819 $50*
Company Tracking Number:	*AWNAC-06-003-F*		
TOI:	*17.0 Other Liability - Claims Made/Occurrence*	*Sub-TOI:*	*17.0020 Commercial Umbrella & Excess*
Product Name:	*n/a*		
Project Name/Number:	*/*		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	02/14/2008	02/14/2008

SERFF Tracking Number:	*ARKS-125458825*	*State:*	*Arkansas*
Filing Company:	*10690 - Allied World National Assurance Company*	*State Tracking Number:*	*#1819 $50*
Company Tracking Number:	*AWNAC-06-003-F*		
TOI:	*17.0 Other Liability - Claims Made/Occurrence*	*Sub-TOI:*	*17.0020 Commercial Umbrella & Excess*
Product Name:	*n/a*		
Project Name/Number:	*/*		

Disposition

Disposition Date: 02/08/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	*ARKS-125458825*	*State:*	*Arkansas*
Filing Company:	*10690 - Allied World National Assurance Company*	*State Tracking Number:*	*#1819 $50*
Company Tracking Number:	*AWNAC-06-003-F*		
TOI:	*17.0 Other Liability - Claims Made/Occurrence*	*Sub-TOI:*	*17.0020 Commercial Umbrella & Excess*
Product Name:	*n/a*		
Project Name/Number:	*/*		

Item Type	Item Name	Item Status	Public Access
Supporting Document	ARKS-125458825		No

SERFF Tracking Number:	*ARKS-125458825*	*State:*	*Arkansas*
Filing Company:	*10690 - Allied World National Assurance Company*	*State Tracking Number:*	*#1819 $50*
Company Tracking Number:	*AWNAC-06-003-F*		
TOI:	*17.0 Other Liability - Claims Made/Occurrence*	*Sub-TOI:*	*17.0020 Commercial Umbrella & Excess*
Product Name:	*n/a*		
Project Name/Number:	*/*		

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

Review Status:

Satisfied -Name: ARKS-125458825 02/15/2008

Comments:

Attachments:

ARKS-125458825 1.pdf
ARKS-125458825 2.pdf
ARKS-125427421 3.pdf
ARKS-125427421 4.pdf
ARKS-125427421 5.pdf
ARKS-125427421 6.pdf
ARKS-125427421 7.pdf
ARKS-125427421 8.pdf
ARKS-125427421 9.pdf
ARKS-125458825 10.pdf
ARKS-125458825 11.pdf
ARKS-125458825 12.pdf
ARKS-125458825 13.pdf
ARKS-125458825 14.pdf
ARKS-125458825 15.pdf
ARKS-125458825 16.pdf
ARKS-125458825 17.pdf
ARKS-125458825 18.pdf
ARKS-125458825 19.pdf

Edith Roberts

From: Jennifer Waldron [JenB@westmontlaw.com]

Sent: Tuesday, February 12, 2008 1:26 PM

To: Edith Roberts

Cc: Wilkens, John; Colonna, Karen; Wes Pohler; Nancy Stepanski; Sherri Penn; Meghan Slenkamp; Mary Lenti

Subject: RE: AWNAC-06-003-F

Dear Ms. Roberts:

This is in reply to your 2/7/08 e-mail (below) regarding the above referenced submission.

Per your request, the Company hereby withdraws form 00173 from this filing. Feel free to contact me if you have any additional questions or concerns.

Thank you for your careful and continued attention to this submission.

Sincerely,
Jennifer Waldron
Westmont Associates, Inc.
(856) 216-0220
(856) 216-0303 (Fax)

Approved until withdrawn or revoked

FEB 12 2008

Arkansas Insurance Department
By: ER

From: Edith Roberts [mailto:Edith.Roberts@arkansas.gov]
Sent: Thursday, February 07, 2008 2:49 PM
To: Jennifer Waldron
Subject: AWNAC-06-003-F

February 7, 2008

Re: Allied World National Assurance Company
Excess General Liability Form Filing
Filing # AWNAC-06-003-F

Dear Ms. Waldron:

This coverage is not exempt from the defense outside the limits of liability requirements of Arkansas Code Anno. § 23-79-307 (5) (A). Form # 00173 (11/05) must be withdrawn under this program.

Should you have any questions, please feel free to contact me.

Sincerely,
Edith Roberts
edith.roberts@arkansas.gov
Property & Casualty Compliance
Arkansas Insurance Department
3rd and Cross Streets
Little Rock, AR 72201
fax 501-371-2748
office 501-371-2808

2/12/2008

ALLIED WORLD
NATIONAL ASSURANCE COMPANY

January 1, 2008

RECEIVED
JAN 14 2008
PROPERTY AND CASUALTY DIVISION
ARKANSAS INSURANCE DEPARTMENT

RE: Allied World National Assurance Company
NAIC #: 10690
FEIN #: 02-0493244
Letter of Authorization
Filing of Forms, Rates and Rules

To Whom It May Concern:

In accordance with the applicable statutes and regulations of your state, Nancy Stepanski, Wesley Pohler, Jennifer Waldron and Westmont Associates, Inc. are hereby authorized to file form, rate and rule filings on behalf of the Company.

Sincerely,

John R. Wilkens

John R. Wilkens
AVP - Senior Regulatory & Compliance Specialist

Defense Costs within limits of liability Form # 00173 (11/05) - must be withdrawn under this program

199 Water Street
16th Floor
New York NY 10038
U.S.A.

T. 212 635 5300
F. 212 635 5532

E. info@awac.com
www.awac.com

Effective January 1, 2006

Property & Casualty Transmittal Document (Revised I/1/06)

AR

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use Only
	a. Date the filing is received:
	b. Analyst:
	c. Disposition:
	d. Date of disposition of the filing:
	e. Effective date of filing:
	New Business
	Renewal Business
	f. State Filing #:
	g. SERFF Filing #:
	h. Subject Codes

RECEIVED
JAN 14 2008
PROPERTY AND CASUALTY DIVISION
ARKANSAS INSURANCE DEPARTMENT

3.	Group Name	Group NAIC #

4.	Company Name(s)	Domicile	NAIC #	FEIN #
	Allied World National Assurance Company	NH	10690	02-0493244

5.	Company Tracking Number	AWNAC-06-003-F

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Jennifer Waldron Westmont Associates, Inc.	Supervisor	(856) 216-0220	(856) 216-0303	jenb@westmontlaw.com
	25 Chestnut Street, Suite 105, Haddonfield, NJ 08003				
7.	Signature of authorized filer	Jennifer Waldron			
8.	Please print name of authorized filer	Jennifer Waldron			

Filing information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI),	Please select from the drop down list. 17.0000 - Other Liability
10.	Sub-Type of Insurance (Sub-TOI)	17.0020 - Commercial Umbrella/Excess
11.	State Specific Product code(s) (if applicable) [See State Specific Requirements]	n/a
12.	Company Program Title (marketing title)	Excess General Liability
13.	Filing Type	☐ Rate/Loss Cost ☐ Rules ☐ Rates/Rules ☒ Forms ☐ Combination Rates/Rules/Forms ☐ Withdrawal ☐ Other:
14.	Effective Date(s) Requested	New: Upon Approval Renewal: Upon Approval
15.	Reference Filing?	☐ Yes ☐ (No)
16.	Reference Organization (if applicable)	n/a
17.	Reference Organization # & Title	n/a
18.	Company's Date of Filing	1/10/08
19.	Status of filing in domicile	☐ Not Filed ☐ Pending ☒ Authorized ☐ Disapproved

Edith Roberts

To: JenB@westmontlaw.com

Subject: AWNAC-06-003-F

February 7, 2008

Re: Allied World National Assurance Company
Excess General Liability Form Filing
Filing # AWNAC-06-003-F

Dear Ms. Waldron:

This coverage is not exempt from the defense outside the limits of liability requirements of Arkansas Code Anno. § 23-79-307 (5) (A). Form # 00173 (11/05) must be withdrawn under this program.

Should you have any questions, please feel free to contact me.

Sincerely,
Edith Roberts
edith.roberts@arkansas.gov
Property & Casualty Compliance
Arkansas Insurance Department
3rd and Cross Streets
Little Rock, AR 72201
fax 501-371-2748
office 501-371-2808

WESTMONT
ASSOCIATES, INC.

CK# 1899

ER

$50

ARKS-125458825

January 10, 2008

The Honorable Julie Benafield-Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West 3rd Street
Little Rock, AR 72201-1904

Attn: Property and Casualty Division

RECEIVED
JAN 14 2008
PROPERTY AND CASUALTY DIVISION
ARKANSAS INSURANCE DEPARTMENT

RE: **Allied World National Assurance Company**
NAIC #: 10690 FEIN #: 02-0493244
Excess General Liability Insurance Program
Form Filing
Effective Date: Upon Approval
Filing Number: AWNAC-06-003-F

Dear Commissioner Benafield-Bowman:

Enclosed please find attached Allied World National Assurance Company's ("AWNAC") Excess General Liability Insurance Program Form filing for your review and approval. A letter permitting Westmont Associates, Inc. to submit this filing on AWNAC's behalf is enclosed.

AWNAC is introducing its Excess General Liability Insurance Program in your state. This is a new program and does not replace any currently filed forms in your jurisdiction. Please find attached the following information for your review:

- Excess General Liability Insurance Program Policy and Endorsements
- Arkansas Amendatory Endorsement

Please note that a corresponding rate filing has been submitted under Company Filing #: AWNAC-06-003-R.

Your approval and/or acknowledgement of this submission is respectfully requested. Enclosed please find a self-addressed stamped envelope for your convenience in returning the duplicate copy of this filing, evidencing your approval and/or acknowledgment.

Respectfully submitted,

Jennifer Waldron
Supervisor
jenb@westmontlaw.com

Enclosures

cc: N. Stepanski – Westmont
J. Wilkens – AWNAC

25 Chestnut Street, Suite 105 • Haddonfield, NJ 08033 • phone: (856) 216-0220 • fax: (856) 216-0303

ALLIED WORLD
NATIONAL ASSURANCE COMPANY

January 1, 2008

RECEIVED
JAN 14 2008
PROPERTY AND CASUALTY DIVISION
ARKANSAS INSURANCE DEPARTMENT

RE: Allied World National Assurance Company
NAIC #: 10690
FEIN #: 02-0493244
Letter of Authorization
Filing of Forms, Rates and Rules

To Whom It May Concern:

In accordance with the applicable statutes and regulations of your state, Nancy Stepanski, Wesley Pohler, Jennifer Waldron and Westmont Associates, Inc. are hereby authorized to file form, rate and rule filings on behalf of the Company.

Sincerely,

John R. Wilkens

John R. Wilkens
AVP - Senior Regulatory & Compliance Specialist

Defense Costs within limits of liability Form # 00173 (11/05) - must be withdrawn under this program

199 Water Street
16th Floor
New York NY 10038
U.S.A.

T. 212 635 5300
F. 212 635 5532

E. info@awac.com
www.awac.com

Effective January 1, 2006

Property & Casualty Transmittal Document (Revised I/1/06)

AR

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use Only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	RECEIVED
	e. Effective date of filing:	
	New Business	JAN 14 2008
	Renewal Business	
	f. State Filing #:	PROPERTY AND CASUALTY DIVISION ARKANSAS INSURANCE DEPARTMENT
	g. SERFF Filing #:	
	h. Subject Codes	

3.	Group Name	Group NAIC #

4.	Company Name(s)	Domicile	NAIC #	FEIN #
	Allied World National Assurance Company	NH	10690	02-0493244

5.	Company Tracking Number	AWNAC-06-003-F

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Jennifer Waldron Westmont Associates, Inc.	Supervisor	(856) 216-0220	(856) 216-0303	jenb@westmontlaw.com
	25 Chestnut Street, Suite 105, Haddonfield, NJ 08003				
7.	Signature of authorized filer	Jennifer Waldron			
8.	Please print name of authorized filer	Jennifer Waldron			

Filing information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI),	Please select from the drop down list. 17.0000 - Other Liability
10.	Sub-Type of Insurance (Sub-TOI)	17.0020 - Commercial Umbrella/Excess
11.	State Specific Product code(s) (if applicable) [See State Specific Requirements]	n/a
12.	Company Program Title (marketing title)	Excess General Liability
13.	Filing Type	☐ Rate/Loss Cost ☐ Rules ☐ Rates/Rules ☒ Forms ☐ Combination Rates/Rules/Forms ☐ Withdrawal ☐ Other:
14.	Effective Date(s) Requested	New: Upon Approval Renewal: Upon Approval
15.	Reference Filing?	☐ Yes ☐ (No)
16.	Reference Organization (if applicable)	n/a
17.	Reference Organization # & Title	n/a
18.	Company's Date of Filing	1/10/08
19.	Status of filing in domicile	☐ Not Filed ☐ Pending ☒ Authorized ☐ Disapproved

Property & Casualty Transmittal Document ---

20.	**This filing transmittal is part of Company Tracking #**	AWNAC-06-003-F

21.	**Filing Description** [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

Submission of Excess General Liability Form Filing

22.	**Filing Fees** (Filer must provide check # and fee amount if applicable) [if a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: 1819
Amount: $50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	**This filing transmittal is part of Company Tracking #**	AWNAC-06-003-F
2.	**This filing corresponds to rate/rule filing number** (Company tracking number of rate/rule filing, if applicable)	AWNAC-06-003-R

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Following Form Excess Liability Insurance Policy Declarations	GL 00140 00 (09/07)	☒ New ☐ Replacement ☐ Withdrawn		
02	Following Form Excess Liability Insurance Policy	GL 00127 00 (09/07)	☒ New ☐ Replacement ☐ Withdrawn		
03	Arkansas Amendatory Endorsement	GL 00286 03 (02/07)	☒ New ☐ Replacement ☐ Withdrawn		
04	ABSOLUTE WAR AND TERRORISM EXCLUSION	00183 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
05	ACQUIRED ORGANIZATION – ADDITIONAL PREMIUM AND AMENDED RETROACTIVE DATE	00189 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
06	ADDITIONAL INSURED - RETROACTIVE COVERAGE	00206 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
07	ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION	00228 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
08	ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION AT DESIGNATED LOCATION	00229 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
09	ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION AT DESIGNATED LOCATION – COMPLETED OPERATIONS	00230 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
10	ADJUSTABLE PREMIUM GROSS REVENUES	00199 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	**This filing transmittal is part of Company Tracking #**	AWNAC-06-003
2.	**This filing corresponds to rate/rule filing number** (Company tracking number of rate/rule filing, if applicable)	N/A

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
11	ADJUSTABLE PREMIUM PAYROLL	00202 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
12	ADJUSTABLE PREMIUM TOTAL COST	00201 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
13	ADJUSTABLE PREMIUM UNITS THAT CLOSE ESCROW DURING POLICY PERIOD	00200 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
14	AIRCRAFT OWNERSHIP, MAINTENANCE, USE OR ENTRUSTMENT TO OTHERS EXCLUSION	00261 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
15	AIRCRAFT PRODUCTS AND GROUNDING EXCLUSION	00260 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
16	AMEND INSURED'S REPRESENTATIVE	00187 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
17	AMEND NAMED INSURED'S ADDRESS	00169 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
18	AMEND POLICY PERIOD	00168 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
19	AMEND POLICY PERIOD FOR ADDITIONAL PREMIUM	00138 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
20	AMENDED DEFINITION AND SCHEDULE OF UNDERLYING PRIMARY INSURANCE	00156 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	**This filing transmittal is part of Company Tracking #**	AWNAC-06-003
2.	**This filing corresponds to rate/rule filing number** (Company tracking number of rate/rule filing, if applicable)	N/A

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
21	AMENDED DEFINITION OF UNDERLYING LIMITS	00274 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
22	AMENDMENT OF ENDORSEMENT	00132 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
23	AMENDMENT OF RETROACTIVE DATE FOR SPECIFIED INSURED(S)	00167 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
24	ARCHITECTS AND ENGINEERS PROF LIABILITY EXCLUSION WITH CONSTRUCTION MEANS AND METHODS EXCEPTION	00134 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
25	ASBESTOS EXCLUSION	00241 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
26	BIRTH CONTROL PRODUCTS EXCLUSION	00255 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
27	BLANK ENDORSEMENT	00135 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
28	BLOOD BORNE PATHOGENS EXCLUSION	00177 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
29	CANCELLATION SHORT RATE	00158 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
30	CARE, CUSTODY OR CONTROL EXCLUSION	00144 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms).

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	**This filing transmittal is part of Company Tracking #**	AWNAC-06-003
2.	**This filing corresponds to rate/rule filing number** (Company tracking number of rate/rule filing, if applicable)	N/A

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
31	CHANGE IN CONTROL	00147 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
32	CHANGE OF INSURED'S NAME	00190 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
33	CHROMATED COPPER ARSENATE EXCLUSION	00219 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
34	CLAIM SETTLEMENT – LOCAL CURRENCY	00152 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
35	CLAIMS-MADE RETROACTIVE COVERAGE LIMITATION	00185 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
36	CLOSE OF ESCROW	00245 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
37	CLOSE OF ESCROW WITH UNIT DEFINITION	00248 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
38	COMPLETED OPERATION TERM ENDORSEMENT	00141 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
39	CONDITIONAL EXCLUSION OF TERRORISM INVLVNG NUCLEAR, BIO OR CHEM TERRORISM OR ABOVE INJURY THRESHOLD	00272 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
40	CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM	00273 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	**This filing transmittal is part of Company Tracking #**	AWNAC-06-003
2.	**This filing corresponds to rate/rule filing number** (Company tracking number of rate/rule filing, if applicable)	N/A

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
41	CONTINUING, REPETITIVE OR PROGRESSIVE INJURY, DAMAGE OR OFFENSE	00155 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
42	CRISIS RESPONSE EXCLUSION	00196 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
43	CROSS LIABILITY EXCLUSION INSURED VERSUS INSURED	00232 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
44	CROSS LIABILITY EXCLUSION NAMED INSURED VERSUS NAMED INSURED	00221 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
45	DAMAGE TO RAILROAD ROADBED EXCLUSION	00249 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
46	DEFENSE COSTS WITHIN LIMITS ENDORSEMENT	00173 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
47	DELETION OF ENDORSMENT	00133 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
48	DIRECTORS AND OFFICERS LIABILITY EXCLUSION	00203 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
49	DISCLOSURE OF PREMIUM AND ESTIMATED PREMIUM FOR CERTIFIED ACTS OF TERRORISM COVRG (PURSUANT TO TRIA)	00271 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
50	DISCLOSURE OF PREMIUM FOR CERTIFIED ACTS OF TERRORISM COVERAGE (PURSUANT TO TRIA)	00269 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	**This filing transmittal is part of Company Tracking #**	AWNAC-06-003
2.	**This filing corresponds to rate/rule filing number** (Company tracking number of rate/rule filing, if applicable)	N/A

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
51	DISCLOSURE OF PREMIUM THROUGH END OF YEAR FOR CERTIFIED ACTS OF TERRORISM COVERAGE (PURSUANT TO TRIA)	00270 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
52	DISCRIMINATION EXCLUSION	00176 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
53	ELECTROMAGNETIC RADIATION EXCLUSION	00276 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
54	EMPLOYMENT DISCRIMINATION AND EMPLOYMENT-RELATED PRACTICES EXCLUSION	00175 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
55	EPHEDRA, EPHEDRINE AND LISTED HERBS EXCLUSION	00197 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
56	ERISA AND EMPLOYEE BENEFITS PROGRAM EXCLUSION	00210 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
57	ERISA EXCLUSION	00211 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
58	EXCLUSION – VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS ETC.	00130 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
59	EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND OTHER ACTS OF TERRORISM	00267 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
60	EXCLUSION OF COMBINED USE OF STATIN AND FIBRATE	00163 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		

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1.	**This filing transmittal is part of Company Tracking #**	AWNAC-06-003
2.	**This filing corresponds to rate/rule filing number** (Company tracking number of rate/rule filing, if applicable)	N/A

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
61	EXCLUSION OF COVERAGE FOR ALL HAZARDS IN CONNECTION WITH DESIGNATED PREMISES	00239 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
62	EXCLUSION OF COVERAGE FOR DESIGNATED OPERATIONS	00240 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
63	EXCLUSION OF COVERAGE FOR DESIGNATED PERSON(S) OR ORGANIZATION(S)	00236 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
64	EXCLUSION OF COVERAGE FOR DESIGNATED PRODUCTS	00238 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
65	EXCLUSION OF COVERAGE FOR DESIGNATED PROFESSIONAL SERVICES	00142 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
66	EXCLUSION OF COVERAGE FOR DESIGNATED WORK	00237 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
67	EXCLUSION OF EVENTS PRIOR TO RETROACTIVE DATE	00244 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
68	EXCLUSION OF LISTED SUBSTANCES	00222 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
69	EXCLUSION OF NON-FDA-APPROVED DRUG, DEVICE, CHEMICAL, MATERIAL OR PRODUCT	00218 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
70	EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM	00268 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		

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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
71	EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM OR ABOVE INJURY OR DAMAGE THRESHOLD	00258 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
72	EXTENDED REPORTING PERIODS 3-Year Cap	00192 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
73	EXTENDED REPORTING PERIODS 5-Year Cap	00193 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
74	EXTERIOR INSULATION AND FINISH SYSTEMS EXCLUSION	00223 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
75	FAILURE TO SUPPLY EXCLUSION	00264 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
76	FUEL OXYGENATES EXCLUSION	00234 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
77	FUNGUS OR BACTERIA EXCLUSION	00195 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
78	HIV, HTLV OR AIDS EXCLUSION	00262 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
79	HORMONE REPLACEMENT THERAPY EXCLUSION	00242 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
80	HUMAN CLINICAL TRIAL EXCLUSION	00162 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		

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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
81	INJURY OR DAMAGE IN PROGRESS EXCLUSION	00198 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
82	INSURANCE AND RELATED OPERATIONS EXCLUSION	00212 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
83	INTELLECTUAL PROPERTY EXCLUSION	00129 (11/05)	☐ New ☐ Replacement ☐ Withdrawn		
84	ISOTRETINOIN OR ACCUTANE EXCLUSION	00254 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
85	LEAD EXCLUSION	00205 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
86	LIMITATION OF COVERAGE TO DESIGNATED WRAP-UP PROJECT(S)	00208 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
87	PRODUCTS-COMPLETED OPERATIONS EXTENSION PERIOD COMMERCIAL CONSTRUCTION	00209 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
88	LIMITED NON-FDA-APPROVED DRUG, DEVICE OR PRODUCT EXCLUSION	00146 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
89	LIMITS OF INSURANCE JOINT VENTURE SCALING	00160 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
90	L-TRYPTOPHAN EXCLUSION	00256 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		

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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
91	MARINE LIABILITY EXCLUSION	00186 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
92	MEDICAL MALPRACTICE EXCLUSION	00227 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
93	MINING EXCLUSION	00250 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
94	NATURAL RUBBER LATEX EXCLUSION	00213 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
95	NEWLY ACQUIRED OR FORMED ORGANIZATIONS	00150 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
96	NEWLY ACQUIRED OR FORMED ORGANIZATIONS WITH NOTICE	00149 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
97	NON-ACCUMULATION OF LIMITS OF INSURANCE - LISTED INSUREDS	00148 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
98	NON-ACCUMULATION OF LIMITS OF INSURANCE - LISTED POLICIES	00151 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
99	NON-ACCUMULATION OF LIMITS OF INSURANCE - PRIOR EXCESS LIABLITY INSURANCE	00171 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
100	NON-ACCUMULATION OF LIMITS OF INSURANCE – PRIOR INSURANCE	00172 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		

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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
101	NON-FOLLOWED ENDORSEMENTS OF THE FOLLOWED POLICY	00174 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
102	NON-FOLLOWED TERMS AND CONDITIONS OF THE FOLLOWED POLICY	00164 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
103	NUCLEAR EXCLUSION	00179 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
104	NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM EXCLUSION (OTHER THAN CERTIFIED ACTS OF TERRORISM)	00266 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
105	OCCUPATIONAL DISEASE EXCLUSION	00251 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
106	OFAC ADVISORY NOTICE TO POLICYHOLDERS	00136 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
107	OTHER AGGREGATE LIMIT – PER LOCATION	00153 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
108	OTHER AGGREGATE LIMIT – PER PROJECT	00154 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
109	PERFLUOROOCTANE SULFONATE AND PERFLUOROOCTANOIC ACID EXCLUSION	00131 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
110	PHENYLPROPANOLAMINE (PPA) EXCLUSION	00259 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		

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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
111	POLLUTION EXCLUSION WITH LIMITED EXCEPTIONS FOR PRODUCTS, NAMED PERIL AND TIME ELEMENT REPORTING	00281 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
112	POLLUTION EXCLUSION WITH LIMITED EXCEPTIONS FOR TIME ELEMENT REPORTING (INCLUDING PRODUCTS)	00282 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
113	POLLUTION EXCLUSION WITH LIMITED PRODUCTS, NAMED PERIL, AND TIME ELEMENT REPORTING EXCEPTIONS	00279 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
114	POLLUTION EXCLUSION WITH PRODUCTS, NAMED PERIL AND TIME ELEMENT REPORTING EXCEPTIONS	00278 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
115	POLLUTION EXCLUSION WITH TIME ELEMENT REPORTING (INCLUDING PRODUCTS) EXCEPTIONS	00280 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
116	POLYBROMINATED DIPHENYL ETHERS EXCLUSION	00253 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
117	POLYCHLORINATED BIPHENYLS EXCLUSION	00204 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
118	PRE-EXISTING DEFECT, INJURY OR DAMAGE EXCLUSION	00225 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
119	PREVIOUSLY NOTIFIED OR KNOWN EVENT EXCLUSION	00188 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
120	PRIOR WORK EXCLUSION	00215 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		

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121	PRODUCTS-COMPLETED OPERATIONS EXTENSION PERIOD CLOSE OF ESCROW	00180 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
122	PRODUCTS-COMPLETED OPERATIONS EXTENSION PERIOD COMPLETION DATE	00178 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
123	PROFESSIONAL SERVICES EXCLUSION	00216 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
124	PROFESSIONAL SERVICES EXCLUSION WITH EXCEPTION FOR EMPLOYED ARCHITECTS AND ENGINEERS	00252 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
125	PROMOTION OF OFF-LABEL USE EXCLUSION	00165 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
126	PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION	00233 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
127	QUOTA SHARE BEST TERMS	00159 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
128	RADIOACTIVE MATTER AND RADIATION EXCLUSION	00263 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
129	RECALL OF PRODUCTS, WORK OR IMPAIRED PROPERTY EXCLUSION	00137 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
130	REPETITIVE STRESS EXCLUSION	00220 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		

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131	RESIDENTIAL CONSTRUCTION OPERATIONS EXCLUSION	00265 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
132	RETAINED LIMIT ENDORSEMENT – AGGREGATE EXHAUSTION	00181 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
133	RETAINED LIMIT ENDORSEMENT – AGGREGATE EXHAUSTION (DEFENSE COSTS DO ERODE RETAINED LIMIT)	00182 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
134	RIP AND TEAR EXCLUSION	00243 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
135	SCHEDULE OF NAMED INSUREDS	00226 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
136	SCHEDULE OF UNDERLYING INSURANCE	00157 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
137	SECURITIES, ANTITRUST, ETC. EXCLUSION	00217 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
138	SEVERAL LIABILITY FOR QUOTA SHARE COVERAGE	00207 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
139	SEXUAL ABUSE OR MOLESTATION EXCLUSION	00231 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
140	SILICA OR SILICA-RELATED DUST EXCLUSION	00214 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		

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141	SILICONE EXCLUSION	00161 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
142	SILICONE EXCLUSION WITH EXCEPTION	00184 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
143	SUBSIDENCE EXCLUSION	00235 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
144	SUNRISE COVERAGE	00170 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
145	SUPPLEMENTAL EXTENDED REPORTING PERIOD	00191 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
146	TOBACCO PRODUCTS EXCLUSION	00277 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
147	TOBACCO PRODUCTS EXCLUSION WITH HOSTILE FIRE EXCEPTION	00257 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
148	TOTAL POLLUTION EXCLUSION	00283 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
149	TOTAL POLLUTION EXCLUSION WITH BUILDING HEATING, COOLING & DEHUMIFYING EQUIPMENT & HOSTILE FIRE EXCEPTIONS	00285 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
150	TOTAL POLLUTION EXCLUSION WITH HOSTILE FIRE EXCEPTION	00284 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		

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151	TRANSMISSIBLE SPONGIFORM ENCEPHALOPATHY (TSE) EXCLUSION	00145 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
152	VACCINE EXCLUSION	00128 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
153	WARRANTY EXCLUSION	00194 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
154	WATER SEEPAGE, LEAKAGE OR INTRUSION EXCLUSION	00224 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
155	WELDING EMISSIONS AND WELDING EQUIPMENT EXCLUSION	00246 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
156	WHO IS AN INSURED CONSOLIDATED ORGANIZATIONS	00143 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
157	WILLFUL OR INTENTIONAL NON-COMPLIANCE EXCLUSION	00166 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
158	WRAP-UP EXCLUSION	00247 (11/05)	☒ New ☐ Replacement ☐ Withdrawn		
159			☐ New ☐ Replacement ☐ Withdrawn		
160			☐ New ☐ Replacement ☐ Withdrawn		

ALLIED WORLD NATIONAL ASSURANCE COMPANY
EXCESS GENERAL LIABILITY SUBMISSION

ARKANSAS POLICY/AMENDATORY FORMS LISTING

Form Number	Form Title
GL 00140 00 (09/07)	Following Form Excess Liability Insurance Policy Declarations
GL 00127 00 (09/07)	Following Form Excess Liability Insurance Policy
GL 00286 03 (02/07)	Arkansas Amendatory Endorsement

ALLIED WORLD NATIONAL ASSURANCE COMPANY
225 Franklin Street, Boston, MA 02110 · Tel. (857) 288-6000 · Fax (617) 556-8060

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

Policy No: **[Insert policy number]** New/Renewal of:**[Insert policy number or "new"]**
IN RETURN FOR PAYMENT OF THE MINIMUM AND ADVANCE PREMIUM STATED IN ITEM 7. (a) BELOW, IN RELIANCE UPON THE STATEMENTS IN THE DECLARATIONS BELOW, AND SUBJECT TO THE LIMITS OF INSURANCE, EXCLUSIONS, CONDITIONS AND OTHER TERMS OF THIS **POLICY**; THE **COMPANY** AGREES WITH THE NAMED **INSURED** DESIGNATED IN ITEM 1. (a) BELOW TO PROVIDE THE INSURANCE AS STATED IN THIS **POLICY**.

DECLARATIONS

ITEM 1. (a) NAMED **INSURED**:
(b) ADDRESS:

ITEM 2. POLICY PERIOD: From: **[Month DD, YYYY]** To: **[Month DD, YYYY]**
[12:01 A.M. standard time at the address stated in Item 1. (b) above]

ITEM 3. RETROACTIVE DATE: **[Month DD, YYYY, or if no retroactive date applies, insert:]** Not Applicable

ITEM 4. LIMITS OF THIS INSURANCE:

(a) US$ Each Occurrence Limit
(b) US$ Products-Completed Operations Aggregate Limit
(c) US$ Other Aggregate Limit (where applicable)

ITEM 5. LIMITS OF **UNDERLYING EXCESS INSURANCE**:

US$ Each Occurrence Limit
US$ Products-Completed Operations Aggregate Limit
US$ Other Aggregate Limit (where applicable)

ITEM 6. FOLLOWED POLICY:

Company:
Policy Number:
Coverage:
Policy Period: From: **[Month DD, YYYY]** To: **[Month DD, YYYY]**
Limits of Liability:
US$ Each Occurrence Limit
US$ Products-Completed Operations Aggregate Limit
US$ Other Aggregate Limit (where applicable)

ITEM 7. (a) MINIMUM AND ADVANCE PREMIUM: US$
(b) MINIMUM EARNED PREMIUM: US$

ITEM 8. NOTICES TO THE **COMPANY**:

(a)	All notices of occurrence, claim, suit, or proceeding:	Claim Department
(b)	All other notices:	Underwriting Department Both (a) and (b) above at the address shown at the top of the Declarations.

ITEM 9. (a) Representative of **Insured**:
(b) Address:

Date of Issuance:

In Witness Whereof, the Insurer has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Insurer.

President

Asst. Secretary

AUTHORIZED REPRESENTATIVE

ALLIED WORLD NATIONAL ASSURANCE COMPANY

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

Words and phrases that appear in **bold** print have special meanings that are defined under Section VI – Definitions of this **policy**. If the Followed Policy listed in Item 6. of the Declarations has defined a word or phrase, this **policy** will follow that definition unless this **policy** expressly defines such word or phrase, in which case the meaning given to such word or phrase in this **policy** will apply. Please read the entire **policy** and the Followed Policy listed in Item 6. of the Declarations carefully.

SECTION I - INSURING AGREEMENT

A. Subject to all the warranties, terms, conditions, exclusions and limitations applicable to this **policy**, the **company** shall pay, on behalf of the **insured**, that part of **loss,** to which this **policy** applies, which exceeds the applicable **underlying limits**. This **policy** does not provide coverage for any part of **loss** within **underlying limits,** or any related cost or expenses.

B. This **policy** only applies if the **triggering event** that must happen during the policy period of the Followed Policy happens during the Policy Period, as stated in Item 2. of the Declarations, of this **policy**.

C. This **policy** does not provide coverage for any:

   1. Injury or damage that occurs;
   2. Accident that occurs;
   3. Offense that was committed; or
   4. Act, error or omission that occurs;

   Before the Retroactive Date, if any, stated in Item 3. of the Declarations of this **policy**.

D. This **policy** will follow the warranties, terms, conditions, exclusions and limitations that are contained in the Followed Policy listed in Item 6. of the Declarations unless a warranty, term, condition, exclusion or limitation contained in this **policy:**

   1. Differs from a warranty, term, condition, exclusion or limitation of the Followed Policy; or
   2. Is not contained in the Followed Policy;

   In which case, such warranty, term, condition, exclusion or limitation of this **policy** will apply, to the extent that it provides less coverage than the Followed Policy.

E. Regardless of any other warranties, terms, conditions, exclusions or limitations of this **policy**, if any policy of **underlying excess insurance** does not cover **loss** for reasons other than exhaustion of its applicable limit of liability by payment of claims, then this **policy** will not cover such **loss**.

F. The **company** has no obligation under this **policy** with respect to any claim, suit or proceeding settled without its prior written consent.

G. If the **company** is prevented by law from paying on behalf of the **insured** for coverage provided under this **policy**, then the **company** will indemnify the **insured**.

H. Other than as provided under Section II - Defense And Supplementary Payments of this **policy**, the **company** will have no other obligation or liability to pay sums or perform acts or services under this **policy**.

SECTION II - DEFENSE AND SUPPLEMENTARY PAYMENTS

Subject to all the warranties, terms, conditions, exclusions and limitations applicable to this **policy:**

A. The **company** shall have the right, but not the duty, to assume charge of the investigation, settlement or defense of any claim made, suit brought, or proceeding instituted against any **insured** upon exhaustion of the applicable **underlying limits**. If the **company** has exercised such

right, it will not investigate, settle or defend any claim, suit or proceeding after it has exhausted the applicable Limit Of Insurance of this **policy** as stated in Item 4. of the Declarations. If the **company** does not exercise such right, or if the applicable **underlying limits** are not exhausted, the **company** will have the right, and will be given the opportunity, to associate effectively with the **insured** or any underlying insurer, or both, in the investigation, settlement or defense of any claim, suit or proceeding that is likely to involve this **policy**. In such event, the **insured**, the underlying insurer, and the **company** shall cooperate in the investigation, settlement or defense of such claim, suit or proceeding.

B. The **company** will only pay the following defense and supplementary expenses:

1. Interest that accrues on a judgment after entry of the judgment and before the **company** has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit Of Insurance of this **policy**;
2. Reasonable attorney fees and other reasonable investigation, loss-adjustment or litigation expenses incurred directly by the **company** or by the **insured**, with the **company's** consent;
3. The cost of bonds required to:
   i. Appeal judgments (in connection with the initiation and continuation of any appeal agreed to by the **company**); or
   ii. Release attachments;
   But only for bond amounts within the applicable Limit Of Insurance of this **policy**; and
4. Pre-judgment interest on that part of a judgment within the applicable Limit Of Insurance of this **policy**; however, if the **company** makes an offer to pay the applicable Limit Of Insurance prior to judgment, it will not pay any pre-judgment interest that accrues after its offer.

C. When defense or supplementary payments do not reduce any of the **underlying limits** provided by **underlying excess insurance**, then any such expense payment made under this **policy** will not reduce the Limits Of Insurance provided by this **policy**.

SECTION III - WHO IS AN INSURED

The following persons and organizations qualify as **insureds**:

A. The Named **Insured** designated in Item 1. (a) of the Declarations;

B. Any person or organization (other than a person or organization included in C. below) qualifying as an insured in every policy of **underlying excess insurance** and every applicable policy of **underlying primary insurance**; and

C. Any person or organization to whom any person or organization included in paragraph A. or B. above is obligated by virtue of a written contract or written agreement (other than a contract or policy of insurance) to provide insurance such as is afforded by this **policy**, but:

1. Only if such person or organization qualifies as an insured in every policy of **underlying excess insurance** and every applicable policy of **underlying primary insurance**; and

2. Only to the extent of such obligation and no further.

SECTION IV - LIMITS OF INSURANCE

A. The Limits Of Insurance of this **policy** stated in Item 4. of the Declarations and the rules below determine the most the **company** will pay for **loss**, regardless of the number of:

1. **Insureds**;
2. Claims made, suits brought, or proceedings instituted;
3. Persons or organizations making claims, bringing suits, or instituting proceedings;
4. Vehicles involved; or
5. Coverages provided under this **policy**.

B. The Limits Of Insurance of this **policy** will apply only in excess of the **underlying limits.**

C. The Each Occurrence Limit stated in Item 4. (a) of the Declarations is the most the **company** will pay for **loss** arising out of any one occurrence. Any amount paid for **loss** will reduce the amount of the applicable aggregate Limit Of Insurance of this **policy** available for any other payment. If the applicable aggregate Limit Of Insurance of this **policy** has been reduced to an amount that is less than the Each Occurrence Limit stated in Item 4. (a) of the Declarations, the remaining amount of such aggregate Limit Of Insurance is the most that will be available for any other payment.

D. Subject to the Each Occurrence Limit stated in Item 4. (a) of the Declarations, the Products-Completed Operations Aggregate Limit stated in Item 4. (b) of the Declarations is the most the **company** will pay for **loss** under the products-completed operations hazard, as that hazard is defined in the Followed Policy.

E. Subject to the Each Occurrence Limit stated in Item 4. (a) of the Declarations, the Other Aggregate Limit stated in Item 4. (c) of the Declarations is the most the **company** will pay for **loss** under this **policy**, except **loss:**

1. Included in the products-completed operations hazard, as that hazard is defined in the Followed Policy; or
2. Otherwise covered by the Followed Policy, but to which no aggregate limit in the Followed Policy applies, but only if all other **underlying excess insurance** also does not apply an aggregate limit to such **loss**.

F. Subject to paragraphs C., D., and E. above, if the **underlying limits** have been reduced by payment of **loss** to which this **policy** would also apply (but for the existence of such **underlying limits**), then this **policy** will drop down to become immediately excess of the reduced **underlying limits**, but only if all **underlying excess insurance** applies to such **loss** and also drops down.

G. **Underlying limits** will not be reduced by:

1. The insolvency of, or unwillingness to pay by, any insurer;
2. The uncollectibility of any self-insured retention, deductible or other alternative risk-financing mechanism;
3. Any **insured's** failure to pay any allocation, deductible, participation, retention, or other self-insurance;
4. The existence of a sub-limit of liability in any **underlying excess insurance**;
5. Cancellation, expiration or recision of any **underlying primary insurance** or **underlying excess insurance**;
6. Defense or supplementary expense payments, unless the Schedule Of Underlying Insurance of this **policy** specifies that the applicable limits of **underlying excess insurance** are reduced by such payments; or
7. Any **underlying excess insurance** containing a warranty, term, condition, exclusion or limitation different from the Followed Policy or this **policy.**

H. If after issuance, the Policy Period of this **policy**, stated in Item 2. of the Declarations, is extended, then the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance of this **policy**.

SECTION V - CONDITIONS

A. Appeals
The **company** may, at its option, initiate or continue an appeal of a judgment against any **insured** if the judgment is for more than the **underlying limits.** If the **company** initiates or continues an appeal, it will pay its costs of the appeal subject to Section II – Defense And Supplementary Payments. In no event will the amount the **company** pays for **loss** exceed the Limits Of Insurance of this **policy**.

B. Cancellation
1. The first Named **Insured** designated in item 1. (a) of the Declarations may cancel this **policy** by mailing or delivering to the **company,** at the address stated in Item 8. (b) of the Declarations, advance written notice stating when such cancellation is to take effect.

2. The **company** may cancel this **policy** by delivering to the first Named **Insured,**

also would apply but for the existence of such **underlying limits**.

Failure to comply with this condition will not invalidate this **policy**, but in the case of any such failure, the **company's** obligation or liability will not exceed that which would have applied absent any failure to comply with this condition.

The Named **Insured** must notify the **company** as soon as possible if any **underlying excess insurance** or **underlying primary insurance** is no longer valid or no longer in full force and effect.

I. Other Insurance
This **policy** will apply in excess of all **other insurance.**

J. Premium
1. At the beginning of the Policy Period, stated in Item 2. of the Declarations, of this **policy**, the first Named **Insured** must pay the **company** the Minimum And Advance Premium stated in Item 7. (a) of the Declarations for this **policy.**

2. The Minimum Earned Premium, if any, stated in Item 7. (b) will be deemed to be 100% earned from the inception date of the Policy Period of this **policy**.

3. The Minimum And Advance Premium is subject to adjustment if:
   a) The premium of the Followed Policy is adjusted; or
   b) An Endorsement describing such adjustment is attached to this **policy**.

4. In no event, however, will the adjusted premium be less than the greater of:

   a) The Minimum And Advance Premium for this **policy** stated in Item 7. (a) of the Declarations; or
   b) The Minimum Earned Premium, if any, stated in Item 7. (b) of the Declarations.

K. Representations
The **company** has issued this **policy** based, and in reliance, upon representations made by the **insured** and by the **insured's** representatives to the **company**. Unintentional failure of an employee of the **insured** to disclose a hazard or other material information will not violate this condition, unless an officer (whether or not an employee) of any **insured** or an officer's designee knows about such hazard or other material information.

SECTION VI – DEFINITIONS

Company means the company shown in the Declarations that is providing this **policy**.

Insured means a person or an organization qualifying as an insured in Section III – Who Is An Insured of this **policy**.

Loss means damages that the **insured** becomes legally obligated to pay because of injury or damage, after making proper deductions for all recoveries and salvage. If defense or supplementary payments reduce any of the **underlying limits** provided by **underlying excess insurance,** then any defense or supplementary payments made under Section II - Defense And Supplementary Payments of this **policy** will be included within the meaning of **loss** and will reduce the Limits Of Insurance of this **policy**.

Other insurance means valid and collectible insurance providing coverage for **loss** that is covered in whole or in part by this **policy** (or that would be covered in whole or in part by this **policy,** but for the existence of the **underlying limits**). However**, other insurance** does not include **underlying excess insurance**, **underlying primary insurance**, or any policy of insurance specifically purchased to be excess of this **policy** affording coverage that this **policy** also affords.

Policy means the various sections of this contract as well as the Declarations and any Endorsements and Schedules made a part of this contract by reference.

Triggering event means:
1. With respect to any coverage provided by the Followed Policy on an occurrence basis, when:
   a) The injury or damage occurs; or
   b) The offense is committed;
   As determined by the provisions of such coverage under the Followed Policy;

2. With respect to any coverage provided by the Followed Policy on a claims-made basis, when the claim is first made as determined by the provisions of such coverage under the Followed Policy.

Underlying excess insurance means the insurance described in the Schedule Of Underlying Insurance of this **policy** as well as the next applicable renewal or replacement, or any applicable antecedent, of the described insurance.

Underlying primary insurance means any insurance (including the next applicable renewal or replacement, or any applicable antecedent, thereof) that underlies the **underlying excess insurance**. **Underlying primary insurance** does not include insurance that is described in the Schedule Of Underlying Insurance of this **policy**.

Underlying limits mean the sum of:

1. The remaining amount of **underlying excess insurance**, including the remaining amount of any allocation, deductible, participation, retention, or other self-insurance that is included within the limits of **underlying excess insurance**;
2. The remaining amount of any applicable **underlying primary insurance,** including the remaining amount of any allocation, deductible, participation, retention, or other self-insurance that is included within the limits of any applicable **underlying primary insurance**;
3. Any reinstatement of limits or supplemental or other limits available under the insurance described in items 1. and 2. above;
4. Any amounts that any **insured** must pay because **underlying excess insurance** or **underlying primary insurance**, as represented by the **insured**, is not available for any reason other than reduction or exhaustion of such insurance as specified under paragraph F. of Section III – Limits Of Insurance;
5. Any applicable **other insurance**;
6. The remaining amount of any applicable self-insured retention, deductible or other alternative risk-financing mechanism, which immediately underlies the **underlying excess insurance** and which is not included within the limits of **underlying excess insurance** or **underlying primary insurance**; and
7. The remaining amount of any applicable self-insured retention, deductible or other alternative risk-financing mechanism, which underlies the **underlying primary insurance** and which is not included within the limits of **underlying primary insurance**

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

ARKANSAS AMENDATORY ENDORSEMENT

A. It is agreed that Paragraph B. Cancellation of SECTION V – CONDITIONS is deleted in its entirety and replaced by the following:

B. Cancellation

1. The first Named **Insured** designated in item 1. (a) of the Declarations may cancel this **policy** by mailing or delivering to the **company,** at the address stated in Item 8. (b) of the Declarations, advance written notice stating when such cancellation is to take effect.

2. The **company** may cancel this **policy** by delivering to the first Named **Insured,** or by mailing to the first Named **Insured** (by registered, certified, or other first class mail), at the address stated in Item 1. (b) of the Declarations, written notice and to any lienholder or loss payee named in the **policy**, not less than thirty (30) days [or ten (10) days in the event any premium is not paid when due], in advance of the cancellation date. Proof of mailing of such notice to the first Named **Insured** at the address stated in Item 1. (b) of the Declarations will be sufficient proof of notice.

3. If this **policy** has been in effect for more than sixty (60) days, the **company** may only cancel the **policy** for the following reasons:

   a) Nonpayment of premium;

   b) Fraud or material misrepresentation made by or with the knowledge of the **insured** in obtaining the **policy**, continuing the **policy**, or in presenting a claim under the **policy**;

   c) The occurrence of a material change in the risk that substantially increases any hazard insured against after **policy** issuance;

   d) Violation of any local fire, health, safety, building, or construction regulation or ordinances with respect to any insured property or the occupancy of the property that substantially increases any hazard insured against under the **policy**;

   e) Nonpayment of membership dues in those cases in which the bylaws, agreements, or other legal instruments of the **company** issuing the **policy** require payment as a condition of the issuance and maintenance of the **policy**; or

   f) A material violation of a material provision of the **policy**.

3. The Policy Period of this **policy** will end on the date and hour specified in the cancellation notice.

4. If the **insured** cancels this **policy**, the **company** will be due the greater of either:

a) The sum of:
   i. The earned amount of the Minimum And Advance Premium stated in Item 7. (a) of the Declarations; plus
   ii. 10% of the unearned amount of the Minimum And Advance Premium stated in Item 7. (a) of the Declarations; or
b) The Minimum Earned Premium, if any, stated in Item 7. (b) of the Declarations.

After deduction of the amount due the **company** as determined above, the remaining amount of any unearned premium previously paid to the **company** will be returned to the first Named **Insured**.

5. If this **policy** is cancelled by the **company**, then the **company** shall return the pro rata portion of any unearned premium, previously paid to the **company**, to the first Named **Insured**.

6. Payment or tender of any unearned premium by the **company** will not be a condition precedent to the effectiveness of cancellation, but the **company** shall make such payment as soon as practicable. The **company's** check or its representative's check, mailed or delivered to the first Named **Insured**, will be sufficient tender of any refund due any **insured**.

7. Any of these provisions that conflict with a law that controls the cancellation of this **policy** is changed by this paragraph to comply with that law.

B. It is agreed that the following is added to SECTION V – CONDITIONS

Nonrenewal
The **company** may nonrenew this **policy**, by delivering to the first Named **Insured,** or by mailing to the first Named **Insured** (by registered, certified, or other first class mail), at the address stated in Item 1. (b) of the Declarations and to any lienholder or loss payee named in the **policy**, written notice of nonrenewal at least sixty (60) days before the end of the Policy Period. The mailing of such notice shall be sufficient notice of nonrenewal and delivery of such notice shall be equivalent to mailing.

All other terms and conditions of this **policy** remain unchanged.

(Company Name)

By: _____

Title: _____

Date of Issuance:

00183 ABSOLUTE WAR AND TERRORISM EXCLUSION
00189 ACQUIRED ORGANIZATION – ADDITIONAL PREMIUM AND AMENDED RETROACTIVE DATE
00206 ADDITIONAL INSURED - RETROACTIVE COVERAGE
00228 ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION
00229 ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION AT DESIGNATED LOCATION
00230 ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION AT DESIGNATED LOCATION – COMPLETED OPERATIONS
00199 ADJUSTABLE PREMIUM GROSS REVENUES
00202 ADJUSTABLE PREMIUM PAYROLL
00201 ADJUSTABLE PREMIUM TOTAL COST
00200 ADJUSTABLE PREMIUM UNITS THAT CLOSE ESCROW DURING POLICY PERIOD
00261 AIRCRAFT OWNERSHIP, MAINTENANCE, USE OR ENTRUSTMENT TO OTHERS EXCLUSION
00260 AIRCRAFT PRODUCTS AND GROUNDING EXCLUSION
00187 AMEND INSURED'S REPRESENTATIVE
00169 AMEND NAMED INSURED'S ADDRESS
00168 AMEND POLICY PERIOD
00138 AMEND POLICY PERIOD FOR ADDITIONAL PREMIUM
00156 AMENDED DEFINITION AND SCHEDULE OF UNDERLYING PRIMARY INSURANCE
00274 AMENDED DEFINITION OF UNDERLYING LIMITS
00132 AMENDMENT OF ENDORSEMENT
00167 AMENDMENT OF RETROACTIVE DATE FOR SPECIFIED INSURED(S)
00134 ARCHITECTS AND ENGINEERS PROF LIABILITY EXCLUSION WITH CONSTRUCTION MEANS AND METHODS EXCEPTION
00241 ASBESTOS EXCLUSION
00255 BIRTH CONTROL PRODUCTS EXCLUSION
00135 BLANK ENDORSEMENT
00177 BLOOD BORNE PATHOGENS EXCLUSION
00158 CANCELLATION SHORT RATE
00144 CARE, CUSTODY OR CONTROL EXCLUSION
00147 CHANGE IN CONTROL
00190 CHANGE OF INSURED'S NAME
00219 CHROMATED COPPER ARSENATE EXCLUSION
00152 CLAIM SETTLEMENT – LOCAL CURRENCY
00185 CLAIMS-MADE RETROACTIVE COVERAGE LIMITATION
00245 CLOSE OF ESCROW
00248 CLOSE OF ESCROW WITH UNIT DEFINITION
00141 COMPLETED OPERATION TERM ENDORSEMENT
00272 CONDITIONAL EXCLUSION OF TERRORISM INVLVNG NUCLEAR, BIO OR CHEM TERRORISM OR ABOVE INJURY THRESHOLD
00273 CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM
00155 CONTINUING, REPETITIVE OR PROGRESSIVE INJURY, DAMAGE OR OFFENSE
00196 CRISIS RESPONSE EXCLUSION
00232 CROSS LIABILITY EXCLUSION INSURED VERSUS INSURED
00221 CROSS LIABILITY EXCLUSION NAMED INSURED VERSUS NAMED INSURED
00249 DAMAGE TO RAILROAD ROADBED EXCLUSION
00173 DEFENSE COSTS WITHIN LIMITS ENDORSEMENT
00133 DELETION OF ENDORSMENT
00203 DIRECTORS AND OFFICERS LIABILITY EXCLUSION
00271 DISCLOSURE OF PREMIUM AND ESTIMATED PREMIUM FOR CERTIFIED ACTS OF TERRORISM COVRG (PURSUANT TO TRIA)
00269 DISCLOSURE OF PREMIUM FOR CERTIFIED ACTS OF TERRORISM COVERAGE (PURSUANT TO TRIA)
00270 DISCLOSURE OF PREMIUM THROUGH END OF YEAR FOR CERTIFIED ACTS OF TERRORISM COVERAGE (PURSUANT TO TRIA)
00176 DISCRIMINATION EXCLUSION
00276 ELECTROMAGNETIC RADIATION EXCLUSION
00175 EMPLOYMENT DISCRIMINATION AND EMPLOYMENT-RELATED PRACTICES EXCLUSION
00197 EPHEDRA, EPHEDRINE AND LISTED HERBS EXCLUSION
00210 ERISA AND EMPLOYEE BENEFITS PROGRAM EXCLUSION
00211 ERISA EXCLUSION
00130 EXCLUSION – VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS ETC.
00267 EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND OTHER ACTS OF TERRORISM
00163 EXCLUSION OF COMBINED USE OF STATIN AND FIBRATE
00239 EXCLUSION OF COVERAGE FOR ALL HAZARDS IN CONNECTION WITH DESIGNATED PREMISES
00240 EXCLUSION OF COVERAGE FOR DESIGNATED OPERATIONS
00236 EXCLUSION OF COVERAGE FOR DESIGNATED PERSON(S) OR ORGANIZATION(S)
00238 EXCLUSION OF COVERAGE FOR DESIGNATED PRODUCTS
00142 EXCLUSION OF COVERAGE FOR DESIGNATED PROFESSIONAL SERVICES
00237 EXCLUSION OF COVERAGE FOR DESIGNATED WORK
00244 EXCLUSION OF EVENTS PRIOR TO RETROACTIVE DATE
00222 EXCLUSION OF LISTED SUBSTANCES
00218 EXCLUSION OF NON-FDA-APPROVED DRUG, DEVICE, CHEMICAL, MATERIAL OR PRODUCT
00268 EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM
00258 EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM OR ABOVE INJURY OR DAMAGE THRESHOLD
00192 EXTENDED REPORTING PERIODS 3-Year Cap
00193 EXTENDED REPORTING PERIODS 5-Year Cap
00223 EXTERIOR INSULATION AND FINISH SYSTEMS EXCLUSION
00264 FAILURE TO SUPPLY EXCLUSION
00234 FUEL OXYGENATES EXCLUSION
00195 FUNGUS OR BACTERIA EXCLUSION
00262 HIV, HTLV OR AIDS EXCLUSION
00242 HORMONE REPLACEMENT THERAPY EXCLUSION
00162 HUMAN CLINICAL TRIAL EXCLUSION

00198 INJURY OR DAMAGE IN PROGRESS EXCLUSION
00212 INSURANCE AND RELATED OPERATIONS EXCLUSION
00129 INTELLECTUAL PROPERTY EXCLUSION
00254 ISOTRETINOIN OR ACCUTANE EXCLUSION
00205 LEAD EXCLUSION
00208 LIMITATION OF COVERAGE TO DESIGNATED WRAP-UP PROJECT(S)
00209 PRODUCTS-COMPLETED OPERATIONS EXTENSION PERIOD COMMERCIAL CONSTRUCTION
00146 LIMITED NON-FDA-APPROVED DRUG, DEVICE OR PRODUCT EXCLUSION
00160 LIMITS OF INSURANCE JOINT VENTURE SCALING
00256 L-TRYPTOPHAN EXCLUSION
00186 MARINE LIABILITY EXCLUSION
00227 MEDICAL MALPRACTICE EXCLUSION
00250 MINING EXCLUSION
00213 NATURAL RUBBER LATEX EXCLUSION
00150 NEWLY ACQUIRED OR FORMED ORGANIZATIONS
00149 NEWLY ACQUIRED OR FORMED ORGANIZATIONS WITH NOTICE
00148 NON-ACCUMULATION OF LIMITS OF INSURANCE - LISTED INSUREDS
00151 NON-ACCUMULATION OF LIMITS OF INSURANCE - LISTED POLICIES
00171 NON-ACCUMULATION OF LIMITS OF INSURANCE - PRIOR EXCESS LIABLITY INSURANCE
00172 NON-ACCUMULATION OF LIMITS OF INSURANCE – PRIOR INSURANCE
00174 NON-FOLLOWED ENDORSEMENTS OF THE FOLLOWED POLICY
00164 NON-FOLLOWED TERMS AND CONDITIONS OF THE FOLLOWED POLICY
00179 NUCLEAR EXCLUSION
00266 NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM EXCLUSION (OTHER THAN CERTIFIED ACTS OF TERRORISM)
00251 OCCUPATIONAL DISEASE EXCLUSION
00136 OFAC ADVISORY NOTICE TO POLICYHOLDERS
00153 OTHER AGGREGATE LIMIT – PER LOCATION
00154 OTHER AGGREGATE LIMIT – PER PROJECT
00131 PERFLUOROOCTANE SULFONATE AND PERFLUOROOCTANOIC ACID EXCLUSION
00259 PHENYLPROPANOLAMINE (PPA) EXCLUSION
00281 POLLUTION EXCLUSION WITH LIMITED EXCEPTIONS FOR PRODUCTS, NAMED PERIL AND TIME ELEMENT REPORTING
00282 POLLUTION EXCLUSION WITH LIMITED EXCEPTIONS FOR TIME ELEMENT REPORTING (INCLUDING PRODUCTS)
00279 POLLUTION EXCLUSION WITH LIMITED PRODUCTS, NAMED PERIL, AND TIME ELEMENT REPORTING EXCEPTIONS
00278 POLLUTION EXCLUSION WITH PRODUCTS, NAMED PERIL AND TIME ELEMENT REPORTING EXCEPTIONS
00280 POLLUTION EXCLUSION WITH TIME ELEMENT REPORTING (INCLUDING PRODUCTS) EXCEPTIONS
00253 POLYBROMINATED DIPHENYL ETHERS EXCLUSION
00204 POLYCHLORINATED BIPHENYLS EXCLUSION
00225 PRE-EXISTING DEFECT, INJURY OR DAMAGE EXCLUSION
00188 PREVIOUSLY NOTIFIED OR KNOWN EVENT EXCLUSION
00215 PRIOR WORK EXCLUSION
00180 PRODUCTS-COMPLETED OPERATIONS EXTENSION PERIOD CLOSE OF ESCROW
00178 PRODUCTS-COMPLETED OPERATIONS EXTENSION PERIOD COMPLETION DATE
00216 PROFESSIONAL SERVICES EXCLUSION
00252 PROFESSIONAL SERVICES EXCLUSION WITH EXCEPTION FOR EMPLOYED ARCHITECTS AND ENGINEERS
00165 PROMOTION OF OFF-LABEL USE EXCLUSION
00233 PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION
00159 QUOTA SHARE BEST TERMS
00263 RADIOACTIVE MATTER AND RADIATION EXCLUSION
00137 RECALL OF PRODUCTS, WORK OR IMPAIRED PROPERTY EXCLUSION
00220 REPETITIVE STRESS EXCLUSION
00265 RESIDENTIAL CONSTRUCTION OPERATIONS EXCLUSION
00181 RETAINED LIMIT ENDORSEMENT – AGGREGATE EXHAUSTION
00182 RETAINED LIMIT ENDORSEMENT – AGGREGATE EXHAUSTION (DEFENSE COSTS DO ERODE RETAINED LIMIT)
00243 RIP AND TEAR EXCLUSION
00226 SCHEDULE OF NAMED INSUREDS
00157 SCHEDULE OF UNDERLYING INSURANCE
00217 SECURITIES, ANTITRUST, ETC. EXCLUSION
00275 SERVICE OF SUIT
00207 SEVERAL LIABILITY FOR QUOTA SHARE COVERAGE
00231 SEXUAL ABUSE OR MOLESTATION EXCLUSION
00214 SILICA OR SILICA-RELATED DUST EXCLUSION
00161 SILICONE EXCLUSION
00184 SILICONE EXCLUSION WITH EXCEPTION
00235 SUBSIDENCE EXCLUSION
00170 SUNRISE COVERAGE
00191 SUPPLEMENTAL EXTENDED REPORTING PERIOD
00277 TOBACCO PRODUCTS EXCLUSION
00257 TOBACCO PRODUCTS EXCLUSION WITH HOSTILE FIRE EXCEPTION
00283 TOTAL POLLUTION EXCLUSION
00285 TOTAL POLLUTION EXCLUSION WITH BUILDING HEATING, COOLING & DEHUMIFYING EQUIPMENT & HOSTILE FIRE EXCEPTIONS
00284 TOTAL POLLUTION EXCLUSION WITH HOSTILE FIRE EXCEPTION
00145 TRANSMISSIBLE SPONGIFORM ENCEPHALOPATHY (TSE) EXCLUSION
00128 VACCINE EXCLUSION
00194 WARRANTY EXCLUSION
00224 WATER SEEPAGE, LEAKAGE OR INTRUSION EXCLUSION
00246 WELDING EMISSIONS AND WELDING EQUIPMENT EXCLUSION
00143 WHO IS AN INSURED CONSOLIDATED ORGANIZATIONS
00166 WILLFUL OR INTENTIONAL NON-COMPLIANCE EXCLUSION
00247 WRAP-UP EXCLUSION

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

ABSOLUTE WAR AND TERRORISM EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of:

A. War, whether declared or not, or any act or condition incident to 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;

C. Civil war, insurrection, civil commotion, act of foreign enemy, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or

D. **Terrorism** including, but not limited to, any:
   1. Contemporaneous or ensuing injury or damage caused by fire, looting or theft; and
   2. Action taken in hindering or defending against an actual or expected incident of **terrorism**.

Terrorism means the:

1. Use or threatened use of force or violence against persons, organizations or property;

2. Commission or threat of an act dangerous to human life or property; or

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

Undertaken by any person or group whether or not acting on behalf of, or in any connection with, any organization, government, power, authority or military force and when one or both of the following applies:

a) 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

b) 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.

Terrorism also includes any act which is verified or recognized by the United States of America as an act of terrorism.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

ACQUIRED ORGANIZATION – ADDITIONAL PREMIUM AND AMENDED RETROACTIVE DATE

In consideration of the Additional Premium stated below, it is agreed that Section III – Who Is An Insured is amended to add the Acquired Organization(s) listed below as an **insured**.

It is further agreed that with respect to such organization (or any other person or organization that becomes an **insured** by virtue of such organization being added as an **insured** under this **policy**], the Retroactive Date stated in Item 3. of the Declarations will be amended to read as listed below:

Acquired Organization:	Additional Premium:	Retroactive Date:
[Inserts organization's name]	**$[Insert amount]**	**[Insert Retroactive Date applicable to the acquired organization]**
[Inserts organization's name]	**$[Insert amount]**	**[Insert Retroactive Date applicable to the acquired organization]**

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

ADDITIONAL INSURED - RETROACTIVE COVERAGE

In consideration of the Additional Premium, if any, stated below, it is agreed that, regardless of any other provision of this **policy**, Section III - Who Is An Insured is amended to include as an additional **insured** the person(s) or organization(s) shown in the Schedule below, but only with respect to liability for injury or damage caused, in whole or in part, by the Named **Insured's** acts or omissions or the acts or omissions of those acting on the Named **Insured's** behalf:

A. In the performance of the Named **Insured's** ongoing operations; or
B. In connection with premises owned by, or rented to, the Named **Insured**.

With respect to the additional **insured(s)** listed in the Schedule below, the Retroactive Date, if any, stated in Item 3. of the Declarations is amended to read as follows:

RETROACTIVE DATE: **[Underwriter inserts date]**

SCHEDULE
Name Of Additional **Insured** Person(s) Or Organization(s):
[Underwriter inserts additional insured]
[Underwriter inserts additional insured]

Additional Premium: $_____ **[Insert premium]**

With respect to the additional **insured(s)** listed in the Schedule above, this **policy** does not provide coverage for any:

1. Injury or damage that occurred;
2. Accident that occurred;
3. Offense that was committed; or
4. Act, error, or omission that occurred;

(Collectively referred to below as "Event")

Prior to the effective date of this Endorsement that the Named **Insured** was aware of prior to the effective date of this Endorsement.

Regardless of any other provision of this **policy**, the Named **Insured** will be deemed to have been aware of such Event if any executive officer of any **insured** or any manager or equivalent-level employee in any **insured's** risk management, insurance or law, legal, or general counsel department was aware of such Event (or of any injury or damage arising out of such Event) irrespective of whether or not such person was aware that such Event (or any injury or damage arising out of such Event) was likely to involve this **policy**.

To the extent any person, described in the paragraph above, was aware, prior to the effective date of this Endorsement, of any Event (or of any injury or damage arising out of such Event), then any continuation, change or resumption of such Event (or of any injury or damage arising out of such Event) subsequent to

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

the effective date of this Endorsement will be deemed to have occurred, or to have been committed, and to have been known by the Named **Insured**, prior to the effective date of this Endorsement.

The provisions of this Endorsement will supersede any contrary or inconsistent provision of this **policy**. All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

ADDITIONAL INSURED
DESIGNATED PERSON OR ORGANIZATION

It is agreed that, regardless of any other provision of this **policy**, Section III – Who Is An Insured is amended to include as an additional **insured** the person(s) or organization (s) shown in the Schedule below, but only with respect to **loss** caused, in whole or in part, by the Named **Insured's** acts or omissions or the acts or omissions of those acting on the Named **Insured's** behalf:

A. In the performance of the Named **Insured's** ongoing operations; or

B. In connection with premises owned by, or rented to, the Named **Insured**.

Schedule

Name Of Additional **Insured** Person(s) Or Organization(s):
[Insert additional insured]
[Insert additional insured]
[Insert additional insured]

The provisions of this Endorsement will supersede any contrary or inconsistent provision of this **policy**.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION AT DESIGNATED LOCATION – COMPLETED OPERATIONS

It is agreed that, regardless of any other provision of this **policy**, Section III – Who Is An Insured is amended to include as an additional **insured** the person(s) or organization(s) shown in the Schedule below, but only with respect to **loss** caused, in whole or in part, by the **insured's work** at the location designated and described in the schedule of this endorsement performed for that additional **insured** and included in the products-completed operations hazard (as such hazard is defined in the Followed Policy).

Schedule

Name Of Additional **Insured** Person(s) Or Organization(s):	Location(s) And Description Of Completed Operations
[Insert additional insured]	**[Insert location of covered operations]**
[Insert additional insured]	**[Insert location of covered operations]**
[Insert additional insured]	**[Insert location of covered operations]**

Insured's work means:

(1) Work or operations performed by the **insured** or on the **insured's** behalf;

(2) Materials, parts or equipment furnished in connection with such work or operations; and

Includes:

A. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of any **insured's work**; and

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

The provisions of this Endorsement will supersede any contrary or inconsistent provision of this **policy**.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

ADJUSTABLE PREMIUM
GROSS REVENUES

It is agreed that, subject to Condition J. Premium of Section V – Conditions of this **policy**, the Minimum And Advance Premium shown in Item 7. (a) of the Declarations is adjustable based on **gross revenues**.

Rate of Adjustment:
$_____ [Insert rate] per $1,000 of **gross revenues** in excess of the Estimated **Gross Revenues** listed below.

$_____ **[Insert gross revenues estimated at policy inception]** Estimated **Gross Revenues.**

No later than _____ (___) **[Insert # of days]** days following expiration or cancellation of this **policy**, the Named **Insured** shall submit a report to the **company** stating the actual **gross revenues**.

If the actual **gross revenues** exceed the Estimated **Gross Revenues** stated above, then:

A. The actual **gross revenues** that are in excess of the Estimated **Gross Revenues** stated above will be divided by 1,000 and then multiplied by the Rate of Adjustment stated above; and

B. The Named **Insured** shall remit the additional premium, which is the product of the calculation in paragraph A. above, to the **company** with its report.

Gross revenues mean the gross revenues during the Policy Period of this **policy** of:

A. The Named **Insured**; and

B. Any subsidiary or affiliate of the Named **Insured** whose accounts during the Policy Period of this **policy**:

   1. Are consolidated in the financial statements of the Named **Insured** in accordance with U.S. generally accepted accounting principles ("GAAP"); or

   2. Were eligible for such consolidation (or in the case of a non-United States Named **Insured** would have been consolidated or eligible for consolidation under GAAP).

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

ADJUSTABLE PREMIUM PAYROLL

It is agreed that, subject to Condition J. Premium of Section V – Conditions of this **policy**, the Minimum And Advance Premium shown in Item 7. (a) of the Declarations is adjustable based on **payroll**.

Rate of Adjustment:
$_____ per $1,000 **[Insert rate per $1000]** of **payroll** in excess of the Estimated **Payroll** listed below.

$_____ **[Insert total payroll estimated at policy inception]** Estimated **Payroll.**

No later than _____ (___) **[Insert # of days]** days following expiration or cancellation of this **policy**, the Named **Insured** shall submit a report to the **company** stating the actual **payroll**.

If the actual **payroll** exceeds the Estimated **Payroll** stated above, then:

A. The actual **payroll** that is in excess of the Estimated **Payroll** stated above will be divided by 1,000 and then multiplied by the Rate of Adjustment stated above; and

B. The Named **Insured** shall remit the additional premium, which is the product of the calculation in paragraph A. above, to the **company** with its report.

Payroll means the payroll during the Policy Period of this **policy** of:

A. The Named **Insured**; and

B. Any subsidiary or affiliate of the Named **Insured** whose accounts during the Policy Period of this **policy**:

   1. Are consolidated in the financial statements of the Named **Insured** in accordance with U.S. generally accepted accounting principles ("GAAP"); or

   2. Were eligible for such consolidation (or in the case of a non-United States Named **Insured** would have been consolidated or eligible for consolidation under GAAP).

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

ADJUSTABLE PREMIUM
TOTAL COST

It is agreed that, subject to Condition J. Premium of Section V – Conditions of this **policy**, the Minimum And Advance Premium shown in Item 7. (a) of the Declarations is adjustable based on **total cost**.

Rate of Adjustment:
$_____ [Insert rate] per $1,000 of **total cost** in excess of the Estimated **Total Cost** listed below.

$_____ **[Insert total cost estimated at policy inception]** Estimated **Total Cost.**

No later than _____ (____) **[Insert # of days]** days following expiration or cancellation of this **policy**, the Named **Insured** shall submit a report to the **company** stating the actual **total cost**.

If the actual **total cost** exceeds the Estimated **Total Cost** stated above, then:

A. The actual **total cost** that is in excess of the Estimated **Total Cost** stated above will be divided by 1,000 and then multiplied by the Rate of Adjustment stated above; and

B. The Named **Insured** shall remit the additional premium, which is the product of the calculation in paragraph A. above, to the **company** with its report.

Total cost means:

The total cost of all work let or sublet in connection with all projects including:

1. The cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work; and

2. All fees, bonuses or commissions made, paid or due.

However, **total cost** will not include the cost of finished equipment installed, but not furnished, by a contractor or subcontractor if the contractor or subcontractor does no other work on, or in connection with, such equipment.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

ADJUSTABLE PREMIUM
UNITS THAT CLOSE ESCROW DURING POLICY PERIOD

It is agreed that, subject to Condition J. Premium of Section V – Conditions of this **policy**, the Minimum And Advance Premium shown in Item 7. (a) of the Declarations is adjustable based on the total number of all units that close escrow during the Policy Period of this **policy**.

Rate of Adjustment:
$_____ **[Insert rate]** per unit that is in excess of the number of Estimated Units listed below.

_____ **[Insert estimated number of units at policy inception]** Estimated Units

No later than _____ (___) **[Insert # of days]** days following expiration or cancellation of this **policy**, the Named **Insured** shall submit a report to the **company** stating the total number of units that closed escrow during the Policy Period of this **policy**.

If the number of total units that closed escrow during the Policy Period of this **policy** exceeds the number of Estimated Units stated above, then:

1. The number of units that closed escrow during the Policy Period of this **policy** that is in excess of the number of Estimated Units stated above will be multiplied by the Rate of Adjustment stated above; and

2. The Named **Insured** shall remit the additional premium, which is the product of the calculation in paragraph 1. above, to the **company** with its report.

If the term "unit" is defined elsewhere in this **policy**, then the term "unit," wherever used in this Endorsement, will have the same meaning as defined elsewhere in this **policy**; otherwise, it will have the same meaning as defined in the Followed Policy.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

AIRCRAFT OWNERSHIP, MAINTENANCE, USE OR ENTRUSTMENT TO OTHERS EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of the ownership, maintenance, **use** or entrustment to others of any **aircraft** owned or operated by, or rented or loaned to, any **insured**.

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 that caused the injury or damage involved the ownership, maintenance, **use** or entrustment to others of any **aircraft** that is owned or operated by, or rented or loaned to, any **insured**.

As used in this exclusion, **aircraft** includes aircraft, missiles and spacecraft.

As used in this exclusion, **use** includes operation and **loading or unloading.**

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 **aircraft**;

B. While it is in or on an **aircraft**; or

C. While it is being moved from an **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 **aircraft**.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

AIRCRAFT PRODUCTS AND GROUNDING EXCLUSION

I. It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense included within the products-completed operations hazard (as such hazard is defined in the Followed Policy) and resulting directly, or indirectly, from or arising in whole, or in part, out of:

A. **Aircraft** or any ground support or control equipment used therewith;

B. Any other goods or products manufactured, sold, handled, or distributed by any **insured** or any services provided or recommended by any **insured** or by others trading under any **insured's** name for use in the manufacture, repair, operation or use of any **aircraft**; or

C. Any articles furnished by any **insured** or others trading under any **insured's** name and installed in **aircraft** or used in connection with **aircraft** or for spare parts for **aircraft** including, but not limited to, ground handling tools and equipment, training aids, instructions, manuals, blueprints, engineering or other advice or service relating to **aircraft** and any labor relating to such **aircraft** or articles.

II. It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of the **grounding** of any **aircraft**.

As used in this exclusion, **aircraft** includes aircraft, missiles and spacecraft.

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

A **grounding** will be deemed to commence on the date of an occurrence which discloses such defect, fault or condition or on the date an **aircraft** is first withdrawn from service on account of such defect, default or condition, whichever occurs first.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

AMEND INSURED'S REPRESENTATIVE

It is agreed that the Representative of **Insured** named in Item 9. (a) of the Declarations is deleted and replaced with the following:

ITEM 9. (a) Representative of **Insured**: **[Insert new representative]**

It is further agreed that the Address of the Representative of **Insured** shown in Item 9. (b) of the Declarations is deleted and replaced with the following:

ITEM 9. (b) Address: **[Insert new address]**

The above amendments are made in accordance with the written request of the Named **Insured** or its duly authorized agent, dated _____. **[Insert Date]**

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

AMEND NAMED INSURED'S ADDRESS

It is agreed that the Named **Insured's** address as stated under Item 1. (b) of the Declarations is deleted and replaced with the following:

ITEM 1. (b) ADDRESS: **[Insert new address]**

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

AMEND POLICY PERIOD

It is agreed that the Policy Period in Item 2. of the Declarations is deleted and replaced with the following:

ITEM 2. POLICY PERIOD: From: **[Insert Date]** To: **[Insert Date]**
[12:01 A.M. standard time at the address stated in 1. (b).]

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

AMEND POLICY PERIOD FOR ADDITIONAL PREMIUM

It is agreed that for an additional premium of $ **[Insert Amount]** the Policy Period in Item 2. of the Declarations is deleted and replaced with the following:

ITEM 2. POLICY PERIOD: From: **[Insert Date]** To: **[Insert Date]**
[12:01 A.M. standard time at the address stated in 1. (b).]

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

AMENDED DEFINITION AND SCHEDULE OF UNDERLYING PRIMARY INSURANCE

It is agreed that the **policy** is amended as follows:

Under Section VI – Definitions, the definition of **underlying primary insurance** is deleted in its entirety and replaced by the following:

Underlying primary insurance means the insurance described in the Schedule below as well as the next applicable renewal or replacement, or any applicable antecedent, of the insurance described below. **Underlying primary insurance** does not include insurance that is described in the Schedule Of Underlying Insurance of this **policy**.

SCHEDULE

Type of Coverage	Insurer Policy Number Policy Period	Limits of Insurance	
1. Commercial General Liability		US$	Each Occurrence Limit
		US$	General Aggregate Limit
		US$	Products-Completed Operations Aggregate Limit
	Personal & Advertising Injury Limit	US$	Any One Person Or Organization
Defense costs: ☐Erode ☒Do not erode The Limits of Insurance listed in the policy above.			
2. Automobile Liability		US$	Any One Accident Or Loss
Defense costs: ☐Erode ☒Do not erode The Limits of Insurance listed in the policy above.			
3. Employers Liability		US$	Bodily Injury By Accident – Each Accident
		US$	Bodily Injury By Disease – Each Disease
		US$	Bodily Injury By Disease – Each Employee
Defense costs: ☐Erode ☒Do not erode The Limits of Insurance listed in the policy above.			

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

Type of Coverage	Insurer Policy Number Policy Period	Limits of Insurance	
4. International General Liability		US$	Each Occurrence Limit
		US$	General Aggregate Limit
		US$	Products-Completed Operations Aggregate Limit
	Personal & Advertising Injury Limit	US$	Any One Person Or Organization
Defense costs: ☐Erode ☒Do not erode The Limits of Insurance listed in the policy above.			
5.		US$	
		US$	
		US$	
Defense costs: ☐Erode ☒Do not erode The Limits of Insurance listed in the policy above.			
6.		US$	
		US$	
		US$	
Defense costs: ☐Erode ☒Do not erode The Limits of Insurance listed in the policy above.			
7.		US$	
		US$	
		US$	
Defense costs: ☐Erode ☒Do not erode The Limits of Insurance listed in the policy above.			
8.		US$	
		US$	
		US$	
Defense costs: ☐Erode ☒Do not erode The Limits of Insurance listed in the policy above.			
9.		US$	
		US$	
		US$	
Defense costs: ☐Erode ☒Do not erode The Limits of Insurance listed in the policy above.			
10.		US$	
		US$	

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

Type of Coverage	Insurer Policy Number Policy Period	Limits of Insurance	
		US$	
Defense costs: ☐Erode ☒Do not erode The Limits of Insurance listed in the policy above.			
11.		US$	
		US$	
		US$	
Defense costs: ☐Erode ☒Do not erode The Limits of Insurance listed in the policy above.			
12.		US$	
		US$	
		US$	
Defense costs: ☐Erode ☒Do not erode The Limits of Insurance listed in the policy above.			
13.		US$	
		US$	
		US$	
Defense costs: ☐Erode ☒Do not erode The Limits of Insurance listed in the policy above.			
14.		US$	
		US$	
		US$	
Defense costs: ☐Erode ☒Do not erode The Limits of Insurance listed in the policy above.			

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

AMENDED DEFINITION OF UNDERLYING LIMITS

It is agreed that the **policy** is amended as follows:

Under Section VI – Definitions, the definition of **Underlying limits** is deleted in its entirety and replaced by the following:

Underlying limits mean the sum of:

1. The remaining amount of **underlying excess insurance**, including the remaining amount of any allocation, deductible, participation, retention, or other self-insurance that is included within the limits of **underlying excess insurance**;
2. The remaining amount of any applicable **underlying primary insurance,** including the remaining amount of any allocation, deductible, participation, retention, or other self-insurance that is included within the limits of any applicable **underlying primary insurance**;
3. Any reinstatement of limits or supplemental or other limits available under the insurance described in items 1. and 2. above;
4. Any amounts that any **insured** must pay because **underlying excess insurance** or **underlying primary insurance**, as represented by the **insured**, is not available for any reason other than reduction or exhaustion of such insurance as specified under paragraph F. of Section III – Limits Of Insurance; and
5. Any applicable **other insurance**.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

AMENDMENT OF ENDORSEMENT

It is agreed that **[Insert the section of the previous Endorsement that is being amended]** of Endorsement No. ___ **[Insert number]** of this **policy** is deleted and replaced with the following:

[Insert amended text]

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

AMENDMENT OF RETROACTIVE DATE FOR SPECIFIED INSURED(S)

It is agreed that, only with respect to the **insured(s)** listed below, the Retroactive Date stated in Item 3. of the Declarations is amended to read as listed below:

Insured(s)			
[Insert Insured name]	ITEM 3.	RETROACTIVE DATE:	**[Insert Date]**
[Insert Insured name]	ITEM 3.	RETROACTIVE DATE:	**[Insert Date]**
[Insert Insured name]	ITEM 3.	RETROACTIVE DATE:	**[Insert Date]**

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY EXCLUSION WITH CONSTRUCTION MEANS AND METHODS EXCEPTION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of the rendering of, or failure to render, any **professional services** by the **insured**, or others on any **insured's** behalf, but only with respect to either or both of the following operations:

A. Providing engineering, architectural or surveying services to others in any **insured's** capacity as an engineer, architect or surveyor; or

B. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work any **insured** performs.

As used in this exclusion:

Professional services include:

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

B. Supervisory or inspection activities performed as part of any related architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by the **insured** in connection with its operations in its capacity as a construction contractor.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

ASBESTOS EXCLUSION

It is agreed that this **policy** does not provide coverage for:

A. Any liability, **loss**, cost or expense based upon, resulting directly, or indirectly, from, arising in whole, or in part, out of or in any way involving the mining, manufacture, distribution, sale, installation, removal, utilization, ingestion, inhalation or existence of, or exposure to, asbestos in any form or any products or materials containing asbestos; or

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, asbestos in any form or any products or materials containing asbestos, by any **insured** or by any other person or organization.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

BIRTH CONTROL PRODUCTS EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense based upon, resulting directly, or indirectly, from, arising in whole, or in part, out of or in any way involving the manufacture, distribution, sale, utilization, implantation, removal, ingestion, inhalation or existence of, or exposure to, any birth control product.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

INSERT TITLE

It is agreed that the **policy** is amended as follows:

[Insert text of Endorsement]

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

BLOOD BORNE PATHOGENS EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of any:

A. **Blood borne pathogens**; or

B. Any:

1. Supervision, instructions, recommendations, warnings, treatment or advice given, or which should have been given, in connection with;

2. Preventative measures taken, or which should have been taken, in connection with; or

3. Testing, or failure to test, for the presence of;

Blood borne pathogens.

Blood borne pathogens mean pathogenic microorganisms that are present in human blood and cause disease in humans including, but not limited to:

A. Hepatitis B virus (HBV) or serum hepatitis;
B. Hepatitis C virus (HCV);
C. Hepatitis D virus; and
D. Any other form or type of hepatitis virus and human immunodeficiency virus (HIV) and human t–cell lymphotrophic viruses (HTLV) of any form or type.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

CANCELLATION

It is agreed that under Section V – Conditions, paragraph 2. of Condition B. Cancellation is deleted in its entirety and replaced by the following:

2. The **company** may cancel this **policy** by delivering to the first Named **Insured,** or by mailing to the first Named **Insured** (by registered, certified, or other first class mail), at the address stated in Item 1. (b) of the Declarations, written notice, not less than _____ (__) days [or ____ (__) days in the event any premium is not paid when due], in advance of the cancellation date. Proof of mailing of such notice to the first Named **Insured** at the address stated in Item 1. (b) of the Declarations will be sufficient proof of notice.

All other terms and conditions of this **policy** remain unchanged.

(Insurer's Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

CARE, CUSTODY OR CONTROL EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of any damage to real or personal property in the care, custody or control of any **insured**.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

CHANGE IN CONTROL

It is agreed that the following condition is added to Section V – Conditions of this **policy**:

Change In Control
If during the Policy Period of this **policy**:

A. The first Named **Insured** designated in Item 1. (a) of the Declarations consolidates with, merges into, or transfers all, or substantially all, of its assets to any person or organization or group of persons or organizations acting in concert; or
B. Any person or organization, or group of persons or organizations acting in concert:

   1. Acquires an amount of the outstanding ownership interests representing 50% of the voting or designation power for the election of directors of the first Named **Insured** designated in Item 1. (a) of the Declarations, or
   2. Acquires the voting or designation rights of such an amount of ownership interests;

Then:

a) This **policy** will continue to apply to.

   1. Bodily injury or property damage that occurred; or
   2. Personal injury and/or advertising injury arising out of an offense committed;

   Prior to the effective date of such transaction.

b) This **policy** will apply to

   1. Bodily injury or property damage that occurs; or
   2. Personal injury and/or advertising injury that arise out of an offense committed;

   On or after the effective date of such transaction, but only if:

   i. The Named **Insured** notifies the **company** of the transaction no later than _____ (___) **[Insert number of days]** days after the effective date of the transaction; and
   ii. The Named **Insured** pays any additional premium, which the **company** may, at its option, charge in the event of such transaction.

c) If the Named **Insured** either fails:

   1. To notify the **company** within _____ (___) **[Insert number of days]** days of the effective date of the transaction; or
   2. Fails to pay any additional premium, if any, when due to the **company;**

   Then the coverage provided by this **policy** will cease on the ___th **[Insert day]** day after the effective date of such transaction at 12:01 standard time at the address of the Named **Insured** stated in Item 1. (b) of the Declarations or at the end of the Policy Period of this **policy**, whichever is earlier.

The provisions of this condition will only apply to transactions with third parties not under the control or ownership of the Named **Insured** as of the inception date of this **policy**.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name).

By: _____

Title: _____

Date of Issuance:

Endorsement No:
This endorsement, effective:
(at 12:01 A.M. prevailing time at the address of the **Named Insured** as shown in Item 1(b) of the Declarations)
forms a part of Policy No:
Issued to:
By:

CHANGE OF INSURED'S NAME

It is agreed that that the Named **Insured** as designated under Item 1. (a) of the Declarations is deleted and replaced with the following:

ITEM 1. (a) NAMED **INSURED**: **[Insert new name(s)]**

It is further agreed that any other references to the Named **Insured** appearing in the **policy** or any Schedules or Endorsements made a part of the **policy** will be deemed to have been changed to the name(s) indicated above.

The Named **Insured** represents and warrants that:

(a) Its name has been changed to the name(s) indicated above; and

(b) There has been no merger, acquisition or other event associated with such name change which changes the operations of the Named **Insured** or which otherwise alters the risks subject to coverage under the **policy**.

All other terms and conditions of this **policy** remain unchanged.

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

CHROMATED COPPER ARSENATE EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense based upon, resulting directly, or indirectly, from, arising in whole, or in part, out of or in any way involving the manufacture, distribution, sale, installation, removal, utilization, ingestion, inhalation or existence of, or exposure to, any chemical, material or product containing:

A. Chromated copper arsenate (CCA);

B. Any chemical, material or product that consists of, or contains, the same chemical formulation or structure as CCA;

C. Any congener or derivative of CCA; or

D. Any substance that has a chemical or formulation or structure that is substantially similar to CCA by whatever name manufactured, formulated, structured, sold or distributed.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

CLAIM SETTLEMENT – LOCAL CURRENCY

It is agreed that the following condition is added to Section V – Conditions of this **policy**:

Claims Settlement – Local Currency
Where applicable, the **company** will pay claims in the local currency of the country where the settlement was concluded. For the purposes of determining the settlement amount and the application of **underlying limits** as well as the Limits Of Insurance of this **policy**, the United States dollar equivalent of the local currency of the country where the settlement was concluded will be determined by the official purchasing exchange rate quoted for foreign bills at the New York Stock Exchange on the date of claim payment.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

CLAIMS-MADE RETROACTIVE COVERAGE LIMITATION

It is a condition precedent to the rights of any **insured** under this **policy** with respect to any:

1. Injury or damage that occurred;
2. Accident that occurred;
3. Offense that was committed; or
4. Act, error, or omission that occurred;

(collectively referred to below as "Event")

Prior to the Policy Period of this **policy** that the Named **Insured** was not aware of such Event prior to **[Insert awareness date]** (referred to below as the "Awareness Date").

Regardless of any other provision of this **policy**, the Named **Insured** will be deemed to have been aware of such Event if any executive officer of any **insured** or any manager or equivalent-level employee in any **insured's** risk management, insurance or law, legal, or general counsel department was aware of such Event (or of any injury or damage arising out of such Event) irrespective of whether or not such person was aware that such Event (or any injury or damage arising out of such Event) was likely to involve this **policy**.

To the extent any person, described in the paragraph above, was aware, prior to the Awareness Date, of any Event (or of any injury or damage arising out of such Event), then any continuation, change or resumption of such Event (or of any injury or damage arising out of such Event) subsequent to the Awareness Date will be deemed to have occurred, or to have been committed, and to have been known by the Named **Insured,** prior to the Awareness Date.

It is also agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense arising out of the products, services, operations, activities, risks, defects, hazards, alleged defects or hazards, failure to warn of any of the preceding or for any other event, or matter, described below:

1. The fire at the DuPont Hotel in San Juan, Puerto Rico on December 31, 1986.
2. The explosion at the Hoechst Celanese plant in Pampa, Texas on November 14, 1987.
3. The explosion and fire at the Shell Oil refinery in Norco, Louisiana on May 5, 1988.
4. The explosion and fire on the Piper Field platform in the North Sea on July 6, 1988.
5. The explosion and fire at the Phillips Petroleum plant in Pasadena, Texas on October 23, 1989.
6. The fire and explosion at the Arco Chemical Co. plant in Channel View, Texas on July 5, 1990.
7. The fire and explosions at the Pacific Engineering & Production Company on May 5, 1988.
8. The fire at the First Interstate Bank, Los Angeles on May 4, 1988.
9. The explosion and fire at the Imperial Foods plant in Hamlet, North Carolina on September 3, 1991.
10. The explosion at the World Trade Center in New York on February 26, 1993.
11. The fire at Milliken & Company, LaGrange, GA on January 31, 1995.
12. The explosion at the A.P. Murragh building in Oklahoma City, Oklahoma on April 19, 1995.
13. The fire at Malden Mills, Lawrence, Mass. on December 11, 1995.
14. The hijackings and airplane crashes at the World Trade Center, the Pentagon and in Pennsylvania on September 11, 2001.
15. The scheme for distribution of Anthrax spores in the United States, which commenced in or about September 2001.
16. Employers liability (whether under workers' compensation laws or otherwise) as respects injury to any employee of any **insured** at any time arising out of the course of employment prior to the Awareness Date.
17. Any repetitive motion, stress or strain or cumulative trauma disorder, including, without limitation:

Endorsement No.:
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By:

(i) Liability or alleged liability arising from asserted improper design of goods, equipment, machinery or operations;
(ii) Failure to warn or properly instruct as to use of goods, equipment or machinery or conduct of operations;
(iii) Improper supervision of use of goods, equipment or machinery or conduct of operations; or
(iv) Without limiting the foregoing, carpal tunnel syndrome arising, or allegedly arising, from use of keyboards or finger pads.

18. Any liability in respect of actual or alleged injury, damage or offense (including, without limitation, fear or anxiety claims) arising out of any product consisting, in whole or in part, of silicone (liquid, gel, solid or in any other form) used for implantation or injection into the human body or any liability otherwise arising out of, or related to, medical or cosmetic internal use in humans of silicone.

[Add any additional events that are to be excluded.]

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

CLOSE OF ESCROW

It is agreed that with respect to the products-completed operations hazard (as such hazard is defined in the Followed Policy):

I. Paragraph B. under Section I – Insuring Agreement of this **policy** is deleted and replaced by the following:

   B. This **policy** only applies if:

      1. The **triggering event** that must happen during the policy period of the Followed Policy happens during the Policy Period, as stated in Item 2. of the Declarations, of this **policy**; and

      2. The injury or damage arises out of a unit, the deed or title to which was recorded in the name of the third-party purchaser with the county clerk during the Policy Period of this **policy**.

II. This **policy** does not provide coverage for any liability, **loss**, cost or expense based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, a unit, the deed or title to which was recorded in the name of a third party prior to the Policy Period of this **policy**.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

CLOSE OF ESCROW WITH UNIT DEFINITION

It is agreed that with respect to the products-completed operations hazard (as such hazard is defined in the Followed Policy):

I. Paragraph B. under Section I – Insuring Agreement of this **policy** is deleted and replaced by the following:

   B. This **policy** only applies if:

      1. The **triggering event** that must happen during the policy period of the Followed Policy happens during the Policy Period, as stated in Item 2. of the Declarations, of this **policy**; and

      2. The injury or damage arises out of a **unit**, the deed or title to which was recorded in the name of the third-party purchaser with the county clerk during the Policy Period of this **policy**.

II. This **policy** does not provide coverage for any liability, **loss**, cost or expense based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving a **unit**, the deed or title to which was recorded in the name of a third party prior to the Policy Period of this **policy**.

Unit means a home, townhouse or condominium:

1. Built by, or on behalf of, the **insured**; or
2. Financed by the **insured**;

And sold to a third party unrelated to the **insured**.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No:
This endorsement, effective:
(at 12:01 A.M. prevailing time at the address of the Named Insured as shown in Item 1(b) of the Declarations)
forms a part of Policy No:
Issued to:
By:

COMPLETED OPERATION TERM ENDORSEMENT

It is hereby agreed that the coverage provided by this Policy is extended as follows:

As respects Bodily Injury or Property Damage arising out of the Products/Completed Operations Hazard, including that part of any contract or agreement under which the Insured assumes liability for Bodily Injury or Property Damage included in the Products/Completed Operations Hazard, coverage under this Policy is extended from the earlier of the following dates

(1) the end of the Policy Period stated in Item 2 of the Declarations

(2) the date of close of escrow for each individual unit, separately and respectively. As used herein, "close of escrow" means the date that the legal title transfers from the Named Insured to any purchaser of such individual unit

to the earlier of the following dates:

(a) When the applicable statute of limitation expires; or
(b) Ten (10) years from the earlier of (1) or (2) as described above.

Furthermore, the same aggregate limit of liability as per Item 5 of the declarations will apply to the Policy Period and the coverage afforded by this endorsement. The aggregate limit as per Item 5 of the declarations shall not reinstate at the end of the Policy Period; nor shall there be a separate aggregate limit of liability applicable to the coverage afforded by this endorsement.

All other terms and conditions of this Policy remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

WORDING SUBJECT TO LEGAL APPROVAL

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM OR ABOVE INJURY OR DAMAGE THRESHOLD (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

I. Applicability Of The Provisions Of This Endorsement

1. The provisions of this Endorsement will become applicable commencing on the date when any one or more of the following first occurs. But if this **policy** begins after such date, then the provisions of this Endorsement become applicable on the date this **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 **policy**; or

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

      (1) Increase the **company's** statutory percentage deductible under the Program for **terrorism** losses. (That deductible determines the amount of all certified **terrorism** losses the **company** 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** or **other acts of terrorism** (or both), 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

   b. Remain applicable unless the **company** notifies the Named **Insured** 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** or **other acts of**

terrorism (or both), will continue in effect unless the **company** notifies the Named **Insured** of changes to that Endorsement in response to federal law.

II. The following exclusion is added:

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of **terrorism**, including action in hindering or defending against an actual or expected incident of **terrorism**.

But this exclusion applies only when one or more of the following are attributed to an incident of **terrorism**:

A. 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;

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

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

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

E. The total damage to all types of property exceeds $25,000,000. In determining whether the $25,000,000 threshold is exceeded, the **company** will include all damage sustained by property of all persons and organizations affected by the **terrorism** and business interruption losses sustained by owners or occupants of the damaged property whether such damage or such losses are insured or not; or

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

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

2. Protracted and obvious physical disfigurement; or

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

Multiple incidents of **terrorism** which occur within a 72-hour period and 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 E. or F. above are exceeded.

With respect to this exclusion, paragraphs E. and F. above 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 **policy**.

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
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Issued to:
By:

In the event of any incident of **terrorism** that is not subject to this exclusion, coverage does not apply to any liability, **loss**, cost or expense that is otherwise excluded under this **policy**.

III. The following definition is added:

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.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

I. Applicability Of The Provisions Of This Endorsement

1. The provisions of this Endorsement will become applicable commencing on the date when any one or more of the following first occurs. But if this **policy** begins after such date, then the provisions of this Endorsement become applicable on the date this **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 **policy**; or

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

      (1) Increase the **company's** statutory percentage deductible under the Program for **terrorism** losses. (That deductible determines the amount of all certified **terrorism** losses the **company** 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** or **other acts of terrorism** (or both), 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

   b. Remain applicable unless the **company** notifies the Named **Insured** 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** or **other acts of**

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

This Endorsement, effective

(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

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

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

CONTINUING, REPETITIVE OR PROGRESSIVE INJURY, DAMAGE OR OFFENSE

It is agreed that:

I. Under Section VI – Definitions, the following definition is added:

Occurrence means:

An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in either bodily injury or property damage neither expected or intended from the standpoint of the **insured**.

In the event of continuing or progressive bodily injury or property damage over any length of time, such bodily injury or property damage will be deemed to be one **occurrence** and will be deemed to occur only when such bodily injury or property damage first commenced.

Regardless of any other provision of this **policy**, wherever the word "occurrence" appears in this **policy** it will be deemed to have the special meaning defined above.

II. In the event of continuing or progressive personal and advertising injury over any length of time, such personal and advertising injury will be deemed to be one **occurrence** or offense and will be deemed to occur or be committed only when such personal and advertising injury first commenced.

III. All personal and advertising injury that arises from the same, related or repeated injurious material or act will be deemed to arise out of one **occurrence** or offense, regardless of the frequency or repetition thereof, the number and kind of media used or the number of claimants. Such personal and advertising injury will be deemed to occur or be committed only when the personal and advertising injury first commenced.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

CRISIS RESPONSE EXCLUSION

It is agreed that, regardless of any other provision of this **policy**, this **policy** does not provide coverage for any:

A. Crisis response costs; or

B. Crisis management loss.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

CROSS LIABILITY EXCLUSION
INSURED VERSUS INSURED

It is agreed that this **policy** does not provide coverage for:

A. Any injury or damage to an **insured** that is caused in whole, or in part, by any other **insured**; or

B. Any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of any claim or suit brought, or any proceeding instituted, against an **insured** by any other **insured**.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

CROSS LIABILITY EXCLUSION
NAMED INSURED VERSUS NAMED INSURED

It is agreed that this **policy** does not provide coverage for:

A. Any injury or damage to a Named **Insured** that is caused in whole, or in part, by any other Named **Insured**; or

B. Any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of any claim or suit brought, or any proceeding instituted, against a Named **Insured** by any other Named **Insured**.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

DAMAGE TO RAILROAD ROADBED EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of damage to any railroad roadbed, track or any equipment related, or incidental, thereto; however, this exclusion does not apply if such damage is due solely to the negligence of the Named **Insured.**

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

Can't be filed under excess GL

DEFENSE COSTS WITHIN LIMITS ENDORSEMENT

I. It is agreed that under Section VI - Definitions, the Definition of **loss** is deleted and replaced by the following:

Loss means:

1. Damages that the **insured** becomes legally obligated to pay because of injury or damage, after making proper deductions for all recoveries and salvage; and
2. Defense and/or supplementary payments.

II. It is further agreed that under Section II – Defense And Supplementary Payments, paragraph C. is deleted in its entirety and replaced by the following:

C. Defense and/or supplementary payments made under this **policy** will reduce the Limits Of Insurance provided by this **policy**.

III. With respect to the **underlying limits**, the phrase "defense and/or supplementary payments" means:

1. Reasonable attorney fees and other reasonable investigation, loss-adjustment and litigation expenses;
2. The cost of bonds required to:
   i. Appeal judgments (in connection with the initiation and continuation of any appeal agreed to by any underlying insurer); or
   ii. Release attachments;
   But only for bond amounts within the applicable **underlying limits**.
3. Costs taxed against the **insured** in a suit or proceeding;
4. Pre-judgment interest on that part of a judgment within the applicable **underlying limits**.

"Defense and/or supplementary payments" do not include any:

1. Attorney fees, litigation expenses, or other loss, cost or expense in connection with any injunction or other equitable relief;
2. Fines or penalties;
3. Salaries or expenses of any **insured's** or any underlying insurer's employees, directors, managers, members, officers, partners, or workers (whether or not an employee);
4. Consideration owed or paid to any loss-adjusting representative of any **insured** or any underlying insurer; or
5. Interest that accrues after the entry of a judgment, other than such interest on the part of a judgment that is within the applicable **underlying limits** in connection with the initiation and continuation of an appeal of such judgment agreed to by the underlying insurer(s).

IV. With respect to this **policy**, the phrase "defense and/or supplementary payments" means any payments made under Section II – Defense And Supplementary Payments of this **policy**.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

00173 (11/05)

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

DELETION OF ENDORSEMENT

It is agreed that Endorsement No. _____ **[Insert number of previous Endorsement that is being deleted]** of this **policy** is deleted in entirety.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

DIRECTORS AND OFFICERS LIABILITY EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of:

A. Any claim, suit or proceeding against any persons, jointly or severally, who are, were or become directors or officers of any **insured** for breach of duty, neglect, error, misstatement, misleading statement or omission while acting in their respective capacities as directors or officers of such **insured**.

B. Any claim, suit or proceeding against any organization brought by any director or officer of any **insured** for indemnification, or to be reimbursed, for any liability, **loss**, cost or expense incurred in connection with the defense of any claim, suit or proceeding to which any director or officer is, or was, a party and which is, or was, based on breach of duty, neglect, error, misstatement, misleading statement or omission by such person while acting in his or her capacity as a director or officer.

C. The fact that an organization may be liable to the director or officer because of:

   1. State law,

   2. Articles, or certificates, of incorporation or the by-laws of the organization, or

   3. Separate contract;

   Will not alter this exclusion.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

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

DISCLOSURE OF PREMIUM AND ESTIMATED PREMIUM FOR CERTIFIED ACTS OF TERRORISM COVERAGE (PURSUANT TO TERRORISM RISK INSURANCE ACT)

SCHEDULE – PART I

Terrorism Premium (Certified Acts Of Terrorism)

(A) Premium through end of year 12/31/[Insert 4-digit year] $ [Insert Terrorism Premium]
(B) Estimated Premium beyond the date specified above $ [Insert Terrorism Premium]
(Refer to paragraph C. in this Endorsement.)

Additional information, if any, concerning the terrorism premium:

SCHEDULE – PART II

Federal share of terrorism losses [Insert percentage]% Year: 20[Insert two digits of year]
(Refer to Paragraph B. in this Endorsement.)

Federal share of terrorism losses [Insert percentage]% Year: 20[Insert two digits of year]
(Refer to Paragraph B. in this Endorsement.)

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

A. Disclosure Of Premium
In accordance with the federal Terrorism Risk Insurance Act, the **company** is required to provide the Named **Insured** with a notice disclosing the portion of the Named **Insured's** premium, if any, attributable to coverage for terrorist acts certified under that Act. The portion of the Named **Insured's** premium attributable to such coverage is shown in the Schedule of this Endorsement or in the Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. For losses occurring in 2006, the federal share equals 90% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. For losses occurring in 2007, the federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. If the federal program is extended beyond 2007, the applicable percentage is shown in Part II of the Schedule of this Endorsement or in the **policy** Declarations.

C. Possibility Of Additional Or Return Premium
The premium for certified acts of terrorism coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act. The federal program established by the Act is scheduled to terminate at the end of the year specified in Part I of the Schedule of this Endorsement, unless extended by the federal government. If the federal program terminates or if the level or terms of federal participation change, the estimated premium shown in (B) in Part I of the Schedule may not be appropriate.

If this **policy** contains a Conditional Exclusion, 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. If this **policy** does not contain a Conditional Exclusion, coverage for certified acts of terrorism will continue. In either case, when disposition of the federal program is determined, the **company** will recalculate the premium shown in (B) in Part I of the Schedule and will charge additional premium or refund excess premium, if indicated.

If the **company** notifies the Named **Insured** of an additional premium charge, the additional premium will be due as specified in such notice.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

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

DISCLOSURE OF PREMIUM FOR CERTIFIED ACTS OF TERRORISM COVERAGE (PURSUANT TO TERRORISM RISK INSURANCE ACT)

SCHEDULE

Terrorism Premium (Certified Acts Of Terrorism)
$ [Insert Terrorism Premium]

Additional information, if any, concerning the terrorism premium:

Federal share of terrorism losses [Insert percentage]% Year: 20[Insert two digits of year]
(Refer to Paragraph B. in this Endorsement.)

Federal share of terrorism losses [Insert percentage]% Year: 20[Insert two digits of year]
(Refer to Paragraph B. in this Endorsement.)

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

A. Disclosure Of Premium
In accordance with the federal Terrorism Risk Insurance Act, the **company** is required to provide the Named **Insured** with a notice disclosing the portion of the Named **Insured's** premium, if any, attributable to coverage for terrorist acts certified under that Act. The portion of the Named **Insured's** premium attributable to such coverage is shown in the Schedule of this Endorsement or in the Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses
The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. For losses occurring in 2006, the federal share equals 90% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. For losses occurring in 2007, the federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. If the federal program is extended beyond 2007, the applicable percentage is shown in the Schedule of this Endorsement or in the **policy** Declarations.

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

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

DISCLOSURE OF PREMIUM THROUGH END OF YEAR FOR CERTIFIED ACTS OF TERRORISM COVERAGE (PURSUANT TO TERRORISM RISK INSURANCE ACT)

SCHEDULE – PART I

Terrorism Premium (Certified Acts Of Terrorism) through end of year 12/31/**[Insert 4-digit year]**
$ [Insert Terrorism Premium]

Additional information, if any, concerning the terrorism premium:

SCHEDULE – PART II

Federal share of terrorism losses [Insert percentage]% Year: 20[Insert two digits of year]
(Refer to Paragraph B. in this Endorsement.)

Federal share of terrorism losses [Insert percentage]% Year: 20[Insert two digits of year]
(Refer to Paragraph B. in this Endorsement.)

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

A. Disclosure Of Premium
In accordance with the federal Terrorism Risk Insurance Act, the **company** is required to provide the Named **Insured** with a notice disclosing the portion of the Named **Insured's** premium, if any, attributable to coverage for terrorist acts certified under that Act. The portion of the Named **Insured's** premium attributable to such coverage is shown in the Schedule of this Endorsement or in the Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses
The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. For losses occurring in 2006, the federal share equals 90% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. For losses occurring in 2007, the federal share equals 85% of that portion of the amount of such insured losses

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

that exceeds the applicable insurer retention. If the federal program is extended beyond 2007, the applicable percentage is shown in Part II of the Schedule of this Endorsement or in the **policy** Declarations.

C. Possibility Of Additional Premium
The premium for certified acts of terrorism coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act. The federal program established by the Act is scheduled to terminate at the end of the year specified in Part I of the Schedule of this Endorsement, unless extended by the federal government. 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 on this **policy**. If coverage continues past the end of the year specified in Part I of the Schedule of this Endorsement, the **company** will calculate the premium for such period of time and charge additional premium if indicated.

If the **company** notifies the Named **Insured** of an additional premium charge, the additional premium will be due as specified in such notice.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

DISCRIMINATION EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of discrimination, harassment, or segregation based on a person's:

A. Age;
B. Color;
C. Disability or illness;
D. National origin;
E. Race;
F. Religion;
G. Sexual preference; or
H. Sex.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

ELECTROMAGNETIC RADIATION EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense based upon, resulting directly, or indirectly, from, arising in whole, or in part, out of or in any way involving:

A. Exposure to, or the existence of, electromagnetic radiation;

B. Abatement or mitigation of:

   1. Electromagnetic radiation;

   2. Exposure to electromagnetic radiation; or

C. Any supervision, instructions, recommendations, warnings or advice given, or which should have been given, in connection with A. or B. above.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

EMPLOYMENT DISCRIMINATION AND EMPLOYMENT-RELATED PRACTICES EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense based upon; resulting directly, or indirectly, from; arising in whole, or in part, out of, or in any way involving, any:

A. Refusal to employ any person;

B. Termination of any person's employment; or

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

D. Injury to the spouse, child, parent, brother or sister of any person at whom any of the employment-related practices described in paragraphs A., B., or C. above is directed.

This exclusion applies:

1. Whether the **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.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

EPHEDRA, EPHEDRINE AND LISTED HERBS EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of the manufacture, distribution, sale, utilization, implantation, removal, ingestion, inhalation or existence of, or exposure to:

A. **Ephedra** or **ephedrine**;
B. Any of herbs listed below; or
C. Any derivatives or extracts of, or any products that contain, A. or B. above (or both).

Ephedra or **ephedrine** mean ephedra, ephedrine, ma huang, Chinese ephedrine, ephedrine alkaloids, *Ephedra sinica*, *Sida cordifolia*, epitonin, *Pinellia ternata*, muzei, popptillo.

Listed Herbs:

1. Germander;
2. Lobelia;
3. Yohimbe;
4. Jin Bu haun;
5. Valerian (*Valeriana officinalis*);
6. Aristolochia spp, Aristolochia, Aristolochia acids, Aristolochia fangchi, Aristolochia spp, Asarum spp, Bragantia spp, Clematis spp, Akebia spp, Cocculus spp, Diploclisia spp, Menispernum spp, Sinomenium spp, Mu Tong, Fang ji, Guang fang yi, Fang Chi, Kan-Mokutsu or Mokutsu;
7. Stephanie, Stephania or Stephanie/Stephania spp;
8. Magnolia;
9. Kava, ava, ava pepper, awa, kava root, kava-kava, kawa, Piper methysticum Forst f., Piper Methysticum G. Forst, rauschpfeffer, intoxicating pepper, kava pepper, kawa kawa, kew, Piper methysticum, sakau, tonga, wurzelstock or yangona;
10. St. John's Wort (*Hypericum perforatum*);
11. Comfrey (*Symphytum officinale*), Symphytum spp or Pyrrolizidine alkaloids.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

ERISA AND EMPLOYEE BENEFITS PROGRAM EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of any negligent act, error or omission of any **insured**, or any other person for whose acts any **insured** is legally liable, in the **administration** of any **insured's employee benefits program** including, but not limited to, liability or alleged liability under the Employee Retirement Income Security Act of 1974, as now constituted or hereafter amended, or under any similar federal, state or local statutes, or under any similar provisions of common law or any other law.

As used in this exclusion, **administration** means any of the following acts:

A. Providing information to employees, including their dependents and beneficiaries, with respect to eligibility for, or scope of, **employee benefits programs**;
B. Providing information on past performance of investment vehicles;
C. Giving counsel to employees with respect to the **employee benefits program**;
D. Interpreting the **employee benefits program**;
E. Handling of records in connection with the **employee benefits program**;
F. Handling payroll deductions in connection with the **employee benefits program**; or
G. Enrolling, terminating or canceling employees under the **employee benefits program**.

Cafeteria plan mean a plan authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

Employee benefits program means a program providing some or all of the following benefits to employees, whether provided through a **cafeteria plan** or otherwise:

A. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts;
B. Profit-sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans;
C. Unemployment insurance, social security benefits, workers' compensation and disability benefits; or
D. Vacation plans, including buy and sell programs, leave of absence programs, including military, maternity, family, and civil leave, tuition assistance plans, transportation and health club subsidies.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

ERISA EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense imposed on any **insured** by the Employee Retirement Income Security Act (ERISA) of 1974, as now constituted or hereafter amended, or by any similar federal, state or local laws, or by any similar provisions of common law or any other law.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

EXCLUSION – VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, 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; or

C. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND OTHER ACTS OF TERRORISM

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of a **certified act of terrorism** or an **other act of terrorism**.

Certified act of terrorism means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States of American, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act, as now constituted or hereafter amended.

Other act of terrorism means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act, as now constituted or hereafter amended.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

EXCLUSION OF COMBINED USE OF STATIN AND FIBRATE

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of:

A. The combined use of a **statin** and a **fibrate**; or

B. Allegations of myopathy or rhabdomyolysis resulting from the use of a **statin**, a **fibrate** or both.

Statin means an inhibitor of HMG - CoA reductase including, but not limited to, simvastatin, lovastatin, cerivastatin, atorvastatin, pravastatin, fluvastatin, pitavastatin or rosuvastatin.

Fibrate means an anti-lipemic agent including, but not limited to, gemfibrozil, clofibrate, bezafibrate, ciprofibrate or fenofibrate.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

EXCLUSION OF COVERAGE FOR ALL HAZARDS IN CONNECTION WITH DESIGNATED PREMISES

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense based upon, resulting directly, or indirectly, from, arising in whole, or in part, out of or in any way involving:

A. The ownership, maintenance or use of the premises designated below (or any property located on those premises);

B. Operations on the premises designated below or elsewhere which are necessary or incidental to the ownership, maintenance or use of those premises; or

C. Goods or products manufactured at or distributed from the premises designated below.

Excluded Premises

[Insert description of the excluded premises]
[Insert description of the excluded premises]
[Insert description of the excluded premises]

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

EXCLUSION OF COVERAGE FOR DESIGNATED OPERATIONS

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense based upon, resulting directly, or indirectly, from, arising in whole, or in part, out of or in any way involving the operations designated below, regardless of whether such operations are conducted by the **insured** or on the **insured's** behalf or whether the operations are conducted for any **insured** or for others.

Unless a **location** is specified below, this exclusion applies regardless of where such operations are conducted by the **insured** or on the **insured's** behalf. If a specific **location** is designated below, this exclusion applies only to the described operations conducted at that **location**.

As used in this exclusion, **location** means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

Excluded Operations	**Location** Of Excluded Operations
[Insert description of excluded operations]	**[Insert location of excluded ops or the word "anywhere"]**
[Insert description of excluded operations]	**[Insert location of excluded ops or the word "anywhere"]**
[Insert description of excluded operations]	**[Insert location of excluded ops or the word "anywhere"]**

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

EXCLUSION OF COVERAGE FOR DESIGNATED PERSON(S) OR ORGANIZATION(S)

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense caused directly, indirectly, in whole or in part by, or in any way involving, the person(s) or organization(s) designated below:

Excluded Persons or Organization(s)
[Insert excluded person or organization]
[Insert excluded person or organization]
[Insert excluded person or organization]
[Insert excluded person or organization]
[Insert excluded person or organization]
[Insert excluded person or organization]
[Insert excluded person or organization]

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

EXCLUSION OF COVERAGE FOR DESIGNATED PRODUCTS

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense arising out of injury or damage included in the products-completed operations hazard (as such hazard is defined in the Followed Policy) and based upon, resulting directly, or indirectly, from, arising in whole, or in part, out of or in any way involving any of the **insured's product(s)** designated below.

Excluded Products
[Insert description of the excluded product]
[Insert description of the excluded product]
[Insert description of the excluded product]

Insured's product:

A. Means:

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

   a) Any **insured**;
   b) Others trading under any **insured's** name; or
   c) A person or organization whose business or assets any **insured** has acquired; and

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

B. Includes:

1. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the **insured's product**; and

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

C. Does not include vending machines or other property rented to or located for the use of others but not sold.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

EXCLUSION OF COVERAGE FOR DESIGNATED PROFESSIONAL SERVICES

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of any breach of duty or negligent act, error, omission, malpractice or mistake in the rendering of, or failure to render, any professional services designated below:

Excluded Professional Services
[Insert excluded professional service]
[Insert excluded professional service]
[Insert excluded professional service]

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

EXCLUSION OF COVERAGE FOR DESIGNATED WORK

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense based upon, resulting directly, or indirectly, from, arising in whole, or in part, out of or in any way involving the **insured's work** designated below:

Excluded Work
[Insert description of excluded work]
[Insert description of excluded work]

Insured's work means:

(1) Work or operations performed by the **insured** or on the **insured's** behalf;

(2) Materials, parts or equipment furnished in connection with such work or operations; and

Includes:

A. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of any **insured's work**; and

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

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

EXCLUSION OF EVENTS PRIOR TO RETROACTIVE DATE

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of:

A. Any injury, damage, accident, occurrence, offense, act, error or omission (collectively referred to below as "Event") that commenced prior to the Retroactive Date stated in Item 3. of the Declarations; or

B. Any continuation, change or resumption of such Event described in A. above after the Retroactive Date stated in Item 3. of the Declarations.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

EXCLUSION OF LISTED SUBSTANCES

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of the manufacture, distribution, sale, utilization, implantation, removal, ingestion, inhalation or existence of, or exposure to, the following substances, their derivatives or generic equivalents, or any chemical, material or product that contains the following substances or any of their derivatives or generic equivalents:

A. Propulsid or cisapride;
B. Any substance used as a contraceptive (including birth control pills);
C. Fertility drugs, medicines or pharmaceuticals;
D. Any drugs, medicines or pharmaceuticals designed or manufactured for use during, and in connection with, pregnancy;
E. Any drug in the classification or category that is known as COX-2 inhibitors;
F. Dextroamphetamine;
G. Diethylstilbestrol or stilbestrol or DES;
H. Fenfluramine or dexfenfluramine;
I. Accutane or isotretinoin;
J. Latex;
K. L-tryptophan;
L. Phentermine;
M. Phenylpropanolamine (PPA);
N. Any drug in the classification or category that is known as selective seritonin re-uptake inhibitors (SSRIs);
O. Liquid or gel silicone, whether or not contained inside a membrane or other enclosure, which is injected or implanted in humans for medical or cosmetic purposes;
P. Thalidomide;
Q. Thimerosal or thiomersal;
R. Rezulin or troglitazone;
S. Vaccines;
T. Gamma hydroxy butrate or gamma hydroxybutyrate; gamma butyrate or gamma butyrolactone; 1, 4-butanediol (BD); or gamma hydroxyvalerate (GHV); or
U. Substances used in hormone replacement therapy.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

EXCLUSION OF NON-FDA-APPROVED DRUG, DEVICE, CHEMICAL, MATERIAL OR PRODUCT

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of the manufacture, distribution, sale, utilization, implantation, removal, ingestion, inhalation or existence of, or exposure to, any drug, device, chemical, material or product that:

A. Is subject to approval by the United States Food and Drug Administration (FDA); or

B. Would be subject to such approval by the FDA if such drug, device, chemical, material or product were to be manufactured, handled, distributed or disposed of in the United States; and

Which has not been approved by the FDA.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

It is agreed that this **policy** does not provide coverage for any punitive damages resulting directly, or indirectly, from or arising in whole, or in part, out of a **certified act of terrorism**.

Certified act of terrorism means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States of American, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act, as now constituted or hereafter amended.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM OR ABOVE INJURY OR DAMAGE THRESHOLD

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of **terrorism**, including action in hindering or defending against an actual or expected incident of **terrorism**.

But this exclusion applies only when one or more of the following are attributed to an incident of **terrorism**:

A. 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;

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

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

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

E. The total damage to all types of property exceeds $25,000,000. In determining whether the $25,000,000 threshold is exceeded, the **company** will include all damage sustained by property of all persons and organizations affected by the **terrorism** and business interruption losses sustained by owners or occupants of the damaged property whether such damage or such losses are insured or not; or

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

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

   2. Protracted and obvious physical disfigurement; or

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

Multiple incidents of **terrorism** which occur within a 72-hour period and 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 E. or F. above are exceeded.

With respect to this exclusion, paragraphs E. and F. above 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 **policy**.

In the event of any incident of **terrorism** that is not subject to this exclusion, coverage does not apply to any liability, **loss**, cost or expense that is otherwise excluded under this **policy**.

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

Endorsement No.:
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(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
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Issued to:
By:

2. Commission or threat of a dangerous act; or
3. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

B. When one or both of the following applies:

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

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

All other terms and conditions of this **policy** remain unchanged.

Allied World Assurance Company (U.S.), Inc.

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

EXTENDED REPORTING PERIODS
3-Year Cap

It is agreed that only with respect to any coverage provided by the Followed Policy on a claims-made basis the following section is added to the **policy**:

Extended Reporting Periods

A. The **company** will provide one or more Extended Reporting Periods, as described below, if:

   1. This **policy** is cancelled or not renewed by the **company** or the **insured**; or
   2. The **company** renews or replaces this **policy** with insurance that:

      a) Has a Retroactive Date later than the date stated in Item 3. of the Declarations of this **policy**; or
      b) Does not apply to injury or damage on a claims-made basis.

B. Extended Reporting Periods do not extend the Policy Period or change the scope of coverage provided. They apply only to claims first received during such Extended Reporting Period that arise out of:

   1. Injury or damage that occurs;
   2. An accident that occurs;
   3. An offense that was committed; or
   4. An act, error or omission that occurs;

   Before the end of the Policy Period of this **policy**, but not before the Retroactive Date, if any, stated in Item 3. of the Declarations of this **policy**.

   Claims which are first received and recorded during the Basic Extended Reporting Period (or during the Supplemental Extended Reporting Period, if it is in effect) will be deemed to have been made on the last day of the Policy Period.

   Once in effect, Extended Reporting Periods may not be canceled.

C. If an extended reporting period is provided in the Followed Policy automatically and without additional charge, a Basic Extended Reporting Period is automatically provided without additional charge under this **policy**. The Basic Extended Reporting Period of this **policy** starts with the end of the Policy Period of this **policy** and lasts for:

   1. The shortest period provided by the Followed Policy or any **underlying excess insurance**, but in no event longer than three (3) years, for any claims arising out of an occurrence, accident, offense, act, error or omission reported to the **company** not later than sixty (60) days after the end of the Policy Period of this **policy** in accordance with any condition(s) with respect to the **insured's** duties in the event of an occurrence, accident, offense, act, error or omission that are contained in the **policy**; or

   2. Sixty (60) days with respect to claims arising out of an occurrence, accident, offense, act, error or omission not previously reported to the **company**.

   The Basic Extended Reporting Period of this **policy** does not apply to claims that are covered under any subsequent insurance the Named **Insured** purchases, or that would be covered by such subsequent insurance but for the exhaustion of the amount of insurance applicable to such claims.

D. If the Followed Policy offers a supplemental extended reporting period, a Supplemental

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations).
forms a part of Policy No.:
Issued to:
By:

Extended Reporting Period will be offered under this **policy**. The Supplemental Extended Reporting Period of this **policy** starts when the Basic Extended Reporting Period, set forth in Paragraph C. above, ends and lasts for the shortest period provided by the Followed Policy or any **underlying excess insurance**, but in no event longer than three (3) years, for all claims.

The Supplemental Extended Reporting Period of this **policy** is provided only by an Endorsement to this **policy** and for an additional premium.

The first Named **Insured** must give the **company** a written request for the Supplemental Extended Reporting Period Endorsement within sixty (60) days after the end of the Policy Period of this **policy**. The Supplemental Extended Reporting Period will not go into effect unless the additional premium due the **company** for such Supplemental Extended Reporting Period has been paid promptly when due by the first Named **Insured**.

The **company** will determine the additional premium in accordance with its rules and rates. In doing so, it may take into account the following:

1. The exposures insured;
2. Previous types and amounts of insurance;
3. Limits of Insurance available under this **policy** for future payment of damages; and
4. Other related factors.

The additional premium for the Supplemental Extended Reporting Period will not exceed 250% of the Minimum And Advance Premium stated Item 7. (a) of the Declarations of this **policy**.

The Supplemental Extended Reporting Period Endorsement will set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

E. Any Basic Extended Reporting Period or Supplemental Extended Reporting Period provided under this **policy** does not reinstate or increase the Limits of Insurance of this **policy**.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

EXTENDED REPORTING PERIODS
5-Year Cap

It is agreed that only with respect to any coverage provided by the Followed Policy on a claims-made basis the following section is added to the **policy**:

Extended Reporting Periods

A. The **company** will provide one or more Extended Reporting Periods, as described below, if:

   1. This **policy** is cancelled or not renewed by the **company** or the **insured**; or
   2. The **company** renews or replaces this **policy** with insurance that:

      a) Has a Retroactive Date later than the date stated in Item 3. of the Declarations of this **policy**; or
      b) Does not apply to injury or damage on a claims-made basis.

B. Extended Reporting Periods do not extend the Policy Period or change the scope of coverage provided. They apply only to claims first received during such Extended Reporting Period that arise out of:

   1. Injury or damage that occurs;
   2. An accident that occurs;
   3. An offense that was committed; or
   4. An act, error or omission that occurs;

   Before the end of the Policy Period of this **policy**, but not before the Retroactive Date, if any, stated in Item 3. of the Declarations of this **policy**.

   Claims which are first received and recorded during the Basic Extended Reporting Period (or during the Supplemental Extended Reporting Period, if it is in effect) will be deemed to have been made on the last day of the Policy Period.

   Once in effect, Extended Reporting Periods may not be canceled.

C. If an extended reporting period is provided in the Followed Policy automatically and without additional charge, a Basic Extended Reporting Period is automatically provided without additional charge under this **policy**. The Basic Extended Reporting Period of this **policy** starts with the end of the Policy Period of this **policy** and lasts for:

   1. The shortest period provided by the Followed Policy or any **underlying excess insurance**, but in no event longer than five (5) years, for any claims arising out of an occurrence, accident, offense, act, error or omission reported to the **company** not later than sixty (60) days after the end of the Policy Period of this **policy** in accordance with any condition(s) with respect to the **insured's** duties in the event of an occurrence, accident, offense, act, error or omission that are contained in the **policy**; or

   2. Sixty (60) days with respect to claims arising out of an occurrence, accident, offense, act, error or omission not previously reported to the **company**.

   The Basic Extended Reporting Period of this **policy** does not apply to claims that are covered under any subsequent insurance the Named **Insured** purchases, or that would be covered by such subsequent insurance but for the exhaustion of the amount of insurance applicable to such claims.

D. If the Followed Policy offers a supplemental extended reporting period, a Supplemental

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

Extended Reporting Period will be offered under this **policy**. The Supplemental Extended Reporting Period of this **policy** starts when the Basic Extended Reporting Period, set forth in Paragraph C. above, ends and lasts for the shortest period provided by the Followed Policy or any **underlying excess insurance**, but in no event longer than five (5) years, for all claims.

The Supplemental Extended Reporting Period of this **policy** is provided only by an Endorsement to this **policy** and for an additional premium.

The first Named **Insured** must give the **company** a written request for the Supplemental Extended Reporting Period Endorsement within sixty (60) days after the end of the Policy Period of this **policy**. The Supplemental Extended Reporting Period will not go into effect unless the additional premium due the **company** for such Supplemental Extended Reporting Period has been paid promptly when due by the first Named **Insured**.

The **company** will determine the additional premium in accordance with its rules and rates. In doing so, it may take into account the following:

1. The exposures insured;
2. Previous types and amounts of insurance;
3. Limits of Insurance available under this **policy** for future payment of damages; and
4. Other related factors.

The additional premium for the Supplemental Extended Reporting Period will not exceed 250% of the Minimum And Advance Premium stated Item 7. (a) of the Declarations of this **policy**.

The Supplemental Extended Reporting Period Endorsement will set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

E. Any Basic Extended Reporting Period or Supplemental Extended Reporting Period provided under this **policy** does not reinstate or increase the Limits of Insurance of this **policy**.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

EXTERIOR INSULATION AND FINISH SYSTEMS EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of:

A. The design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction, or replacement of an **exterior insulation and finish system** or any part or component thereof, or any substantially similar system, or any part or component of such similar system, including the application, or use, of paints, conditioners, primers, accessories, flashings, coatings, caulkings or sealants in connection with such a system; or

B. Any **insured's** product or work with respect to any exterior component, fixture or feature of any structure if an **exterior insulation and finish system**, or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.

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

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

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

FAILURE TO SUPPLY EXCLUSION

I. It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of any **insured's** complete, or partial, failure to supply gas, oil, water, electricity or steam.

II. This exclusion will not apply:

A. If the **insured's** complete, or partial, failure to supply gas, oil, water, electricity or steam results directly from an occurrence; and

B. The combined capacity of the **insured's** installed production facilities and its contractual arrangements is equal to, or greater than, one hundred and ten percent (110%) of the electricity demand or one hundred percent (100%) of the gas, oil, water or steam demand (whichever demand is applicable) immediately preceding such complete, or partial, failure of the **insured's** gas, oil, water, electricity or steam production facility(ies).

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

FUEL OXYGENATES EXCLUSION

It is agreed that this **policy** does not provide coverage for:

A. Any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of any actual, alleged or threatened **discharge** of **fuel oxygenates**; or

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, **fuel oxygenates**; 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, **fuel oxygenates**.

Fuel oxygenates include:

A. Methyl tertiary butyl ether (MTBE);

B. Ethyl tertiary butyl ether (ETBE);

C. Tertiary amyl methyl ether (TAME);

D. Diisopropyl ether (DIPE);

E. Tertiary amyl ethyl ether (TAEE),

F. Dimethyl ether (DME)

G. Tertiary butanol (TBA);

H. Ethanol (ethyl alcohol);

I. Diethyl ether (DAM);

J. Methanol (methyl alcohol);

K. Any chemical, material or product that consists of, or contains, the same chemical formulation or structure as any of the fuel oxygenates listed in A. through J. above;

L. Any congener or derivative of any of the fuel oxygenates listed in A. through J. above; and

M. Any substance that has a chemical formulation or structure that is substantially similar to any of the fuel oxygenates listed in A. through J. above by whatever name manufactured, formulated, structured, sold or distributed.

Discharge means discharge, dispersal, emission, seepage, migration, release or escape.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

00234 (11/05)

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

FUNGUS OR BACTERIA EXCLUSION

It is agreed that this **policy** does not provide coverage for:

A. Any liability, **loss**, cost or expense based upon, resulting directly, or indirectly, from, arising in whole, or in part, out of or in any way involving the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **fungi** or bacteria; or

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, by any **insured** or by any other person or organization.

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

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

HIV, HTLV OR AIDS EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of the:

A. Prevention of;
B. Transmission of;
C. Infection by;
D. Treatment for;
E. Provision of counseling to any person or organization concerning; or
F. Testing, or failure to test, for the presence of,

Any strain of human immunodeficiency virus (HIV) or human t–cell lymphotrophic viruses (HTLV) or any other:

1. Virus;
2. Bacterial infection;
3. Sexually-transmitted disease (STD); or
4. Sickness;

Related to the condition known as acquired immune deficiency syndrome (AIDS).

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

HORMONE REPLACEMENT THERAPY EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of the manufacture, distribution, sale, utilization, implantation, removal, ingestion, inhalation or existence of, or exposure to, any hormone replacement therapy products derived from human or animal origins used independently or in combination with synthetic hormone products.

This exclusion shall not apply to synthetic hormone products that are not used in combination with hormone replacement therapy products derived from human or animal origins.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

HUMAN CLINICAL TRIAL EXCLUSION

I. It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of a **human clinical trial**.

II. It is further agreed that this **policy** does not provide coverage for any injury or damage, which results directly, or indirectly, from or arises in whole, or in part, out of any **pharmaceutical** used in a **human clinical trial**.

III. As used in this exclusion, **human clinical trial** means the administration of either experimental or licensed:

A. Vaccines; or
B. Other products;

To human beings for the purpose of evaluating or determining the safety or efficacy (or both) of that vaccine or other product.

IV. As used in this exclusion, **pharmaceutical** means any substance:

A. Taken by mouth;

B. Injected into:

1. A muscle,
2. The skin,
3. A blood vessel,
4. Body cavity; or
5. Any other part of the body; or

C. Applied to the skin;

To treat or prevent a disease.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

INJURY OR DAMAGE IN PROGRESS EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of:

A. Any injury or damage which commenced prior to the Policy Period of this **policy**; or

B. Any continuation, change or resumption of such injury or damage described in A. above during or after the Policy Period of this **policy**.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

INSURANCE AND RELATED OPERATIONS EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of:

A. Any:

1. Obligation assumed by any **insured**; or

2. Failure to discharge, or the improper discharge, of any obligation or duty, contractual or otherwise;

Under any contract or treaty of insurance, reinsurance, suretyship, annuity, endowment or employee benefit plan, including applications, receipts or binders;

B. Any **insured's** membership in, contribution to or management or administration of any plan, pool, association, insolvency or guarantee fund or any similar fund, organization or association, whether voluntary or involuntary; or

C. The rendering of, or failure to render, the following professional services:

1. Advising, inspecting, reporting or making recommendations in any **insured's** capacity as an insurance company or as a consultant, broker, agent, employee or representative thereof;
2. Effecting insurance, reinsurance or suretyship coverage;
3. Investigating, defending or settling any claim under any contract or treaty of insurance, self-insurance, reinsurance or suretyship;
4. Auditing or maintaining accounts or records of others;
5. Conducting an investment, loan or real estate department or operations;
6. Acting in any capacity as a fiduciary or trustee for mutual funds, pension or welfare funds, annuities, securities, investment portfolios, endowments, employee benefit plans or other similar activities; or
7. Performing any claim, investigative, loss-adjustment, engineering, inspection, consulting, surveying, audit, appraisal, actuarial or data processing service for a fee or other consideration.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

INTELLECTUAL PROPERTY EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of the actual or alleged infringement, violation or defense of any of the following rights or laws:

A. Copyright;
B. Patent;
C. Trade dress;
D. Trade secrets; or
E. Trade mark, service mark, certification mark, collective mark or trade name.

However, this exclusion does not apply to infringement, in the **insured's** advertisement, of registered service marks or of registered trademarked:

1. Names;
2. Slogans;
3. Symbols; or
4. Titles;

But only if such infringement does not arise out of, give rise to or in any way relate to any actual or alleged assertion, infringement or violation of any of the rights or laws listed above outside of the **insured's** advertisement.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

ISOTRETINOIN OR ACCUTANE EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense based upon, resulting directly, or indirectly, from, arising in whole, or in part, out of or in any way involving the manufacture, distribution, sale, utilization, implantation, removal, ingestion, inhalation or existence of, or exposure to, isotretinoin or accutane in any form or any products or materials containing **isotretinoin** or **accutane**.

Isotretinoin or **accutane** includes:

A. Any chemical, material or product that consists of, or contains, the same chemical formulation as isotretinoin or accutane;

B. Any derivative of isotretinoin or accutane; and

C. Any substance that has a formulation or structure that is substantially similar to isotretinoin or accutane by whatever name manufactured, formulated, structured, sold or distributed.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

LEAD EXCLUSION

It is agreed that this **policy** does not provide coverage for:

A. Any liability, **loss**, cost or expense based upon, resulting directly, or indirectly, from, arising in whole, or in part, out of or in any way involving the mining, manufacture, distribution, sale, installation, removal, utilization, ingestion, inhalation or existence of, or exposure to, lead in any form or any products containing lead; or

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, lead in any form or any products or materials containing lead, by any **insured** or by any other person or organization.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

LIMITATION OF COVERAGE TO DESIGNATED WRAP-UP PROJECT(S)

It is agreed that this **policy** provides coverage only for ongoing operations or operations included within the products-completed operations hazard (as such hazard is defined in the Followed Policy) within the scope of the project(s) listed in the Schedule below that the **insured** began and completed between **[Insert effective date of our wrap-up policy]** and **[Insert expiration date of our wrap-up policiy]**; but only if such operations are performed:

A. At the location(s) listed in the Schedule below; and

B. By a contractor that has been enrolled in this consolidated (wrap-up) insurance program.

SCHEDULE:

Name Of Project:	Location Of Project:
[Insert name and scope of project]	**[Insert location of project]**
[Insert name and scope of project]	**[Insert location of project]**
[Insert name and scope of project]	**[Insert location of project]**
[Insert name and scope of project]	**[Insert location of project]**
[Insert name and scope of project]	**[Insert location of project]**

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

PRODUCTS-COMPLETED OPERATIONS EXTENSION PERIOD COMMERCIAL CONSTRUCTION

A. It is agreed that if:

1. This **policy** has not been cancelled; and

2. All premium due the **company** (including any additional premium due the **company** as a result of premium adjustment or premium audit) has been paid promptly when due by the first Named **Insured**;

Then any injury or damage arising out of the products-completed operations hazard (as such hazard is defined in the Followed Policy) which occurs during the **Products-Completed Operations Extension Period** will be deemed to have occurred during the Policy Period of this **policy**.

B. The Products-Completed Operations Aggregate Limit stated in Item 4. (b) of the Declarations will apply to the Policy Period and the **Products-Completed Operations Extension Period**. The Products-Completed Operations Aggregate Limit stated in Item 4. (b) of the Declarations will not be reinstated at the end of the Policy Period; nor will there be a separate aggregate limit of insurance applicable to any coverage afforded by this Endorsement.

C. **Products-Completed Operations Extension Period** means the period:

1. From the earliest of the following times:

   a) The end of the Policy Period stated in Item 2. of the Declarations; or

   b) The time at which the **insured's** work is *completed. The* ***insured's*** work be deemed completed if it satisfies the definition of completed work set forth in the products-completed operations hazard (as such hazard is defined in the Followed Policy);

2. To the earliest of the following times:

   a) When the applicable statute of repose or statute of limitation expires as stated in the statutes or the decisional law of the jurisdiction in which the **insured's** work is completed; or

   b) **[Insert word for # of years]** (**Insert numeral for # years**) years from the earliest applicable time specified in 1. a) or 1. b) above.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

LIMITED NON-FDA-APPROVED DRUG, DEVICE OR PRODUCT EXCLUSION

I. It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of the manufacture, distribution, sale, utilization, implantation, removal, ingestion, inhalation or existence of, or exposure to, any drug, device or product:

A. Which is subject to approval by the United States Food and Drug Administration (FDA) or would be subject to such approval if such drug, device or product were to be manufactured, handled, distributed or disposed of in the United States, and

B. Which has not been approved by the FDA; and

C. For which the FDA has issued notice in writing that an approved application is required, if such notice has not been challenged by the **insured.**

However, if the FDA's issued notice states that there is a reasonable probability that the use of the drug, device or product will cause serious adverse health consequences or death, or words to that effect, then this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of such drug, device or product, regardless of whether the FDA's issued notice has been challenged by the **insured** or not.

II. It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of any drug, device or product that is manufactured, distributed, sold, utilized, implanted, removed, ingested or inhaled at the express or implied direction of the **insured** in violation of any law, statute, or regulation promulgated in the United States.

However, exclusions I. and II. above do not apply to a drug, device or product, which:

1. Has not been approved by the FDA, but which has been listed with the FDA under the Code of Federal Regulations (CFR) Title 21 Part 207 and for which the FDA has not issued notice in writing that an approved application is required;

2. Has been manufactured solely for use in a **human clinical trial** conducted in compliance with the U.S. Code of Federal Regulations, but only if such **human clinical trial** relates to bioequivalency or bioavailability testing; or

3. Is exported from the United States of America under either an approved application or an export authorization issued under United States Code (USC) Title 21 §382.

III. It is agreed that, except for those **human clinical trials** specified above, this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of any other clinical trial.

Endorsement No.:

This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

As used in this Endorsement, **human clinical trial** means the administration of either an experimental or licensed drug, device or product to human beings for the purpose of evaluating or determining the safety or efficacy (or both) of that drug, device or product.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

LIMITS OF INSURANCE
JOINT VENTURE SCALING

I. It is agreed that in the event of any liability, **loss**, cost or expense based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving the operations or existence of any **joint venture** in which the **insured** has an interest, the Limits Of Insurance of this **policy** for such liability, **loss**, cost or expense will be limited to the product of:

a) The percentage interest of the **insured** in the said **joint venture** multiplied by:

b) The total Limit Of Insurance of this **policy** that would otherwise be applicable to such liability, **loss**, cost or expense if it were not based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving the operations or existence of a **joint venture**.

If the percentage interest of the **insured** in said **joint venture** is not set forth in writing, the percentage to be applied in a) above will be that which would be imposed by law immediately prior to the **triggering event**. Such percentage will not be increased by the insolvency of others' interest in the said **joint venture**.

II. It is further agreed that under Section IV – Limits Of Insurance of this **policy**, paragraph F. is deleted and replaced by the following:

F. Subject to paragraphs C., D., and E. above, if the **underlying limits** have been reduced by:

1. Payment of **loss** to which this **policy** would also apply (but for the existence of such **underlying limits**); or
2. Any provision contained in **underlying excess insurance** or applicable **underlying primary insurance** that is similar to paragraph I. above;

Then this **policy** will drop down to become immediately excess of the reduced **underlying limits**, but only if all **underlying excess insurance** applies to such **loss** and also drops down.

Joint venture means a:

1. Joint venture;
2. Co-venture;
3. Joint lease;
4. Joint operating agreement; or
5. Partnership.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

L-TRYPTOPHAN EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense based upon, resulting directly, or indirectly, from, arising in whole, or in part, out of or in any way involving the manufacture, distribution, sale, utilization, implantation, removal, ingestion, inhalation or existence of, or exposure to, **L–tryptophan** in any form or any products or materials containing **L–tryptophan**.

L–tryptophan includes:

A. L-tryptophan;

B. L-5-hydroxytryptophan;

C. 1,1'-ethylidenebis [L-tryptophan] (EBT);

D. Any derivative of A., B., or C. above; and

E. Any substance that has a chemical formulation or structure that is substantially similar to A., B., or C. above by whatever name manufactured, formulated, structured, sold or distributed.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

MARINE LIABILITY EXCLUSION

I. It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of the ownership, maintenance, use or entrustment to others of any watercraft owned, or operated, by or rented, or loaned, to any **insured**. Use includes operation, maintenance, fueling, loading and 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 or accident which caused the injury or damage involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned, or operated, by or rented, or loaned, to any **insured**.

This exclusion does not apply to a watercraft while ashore on premises the **insured** owns or rents.

II. It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of:

A. Damage to, or destruction of, any watercraft in the **insured's** care, custody or control;

B. Damage to, or destruction of, any:
1. Dock,
2. Pier,
3. Harbor,
4. Bridge,
5. Buoy,
6. Lighthouse,
7. Breakwater structure,
8. Beacon,
9. Cable, or
10. Other fixed or movable object or property;

By any watercraft for which any **insured** may be held liable;

C. The removal of the wreck of any watercraft.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

00186 (11/05)

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

MEDICAL MALPRACTICE EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of the rendering of, or failure to render, the following professional services:

A. Medical, surgical, dental, x-ray, nursing, chiropractic or mental health service, treatment, advice or instruction provided to any person, including the furnishing of food or beverages, in connection therewith;

B. Any health or therapeutic service, treatment, advice or instruction;

C. Furnishing or dispensing of drugs or medical, surgical, dental or chiropractic supplies or appliances;

D. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures; or

E. Service by any person as a member of a formal accreditation or similar professional board or committee of the **insured**, or as a person charged with the duty of executing directives of any such board or committee.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

MINING EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense based upon, resulting directly, or indirectly, from, arising in whole, or in part, out of or in any way involving:

A. Damage to **underground property**;

B. The increased cost of reducing any **underground property** to physical possession above the surface of the earth, or to any expense required to prevent or reduce property damage, arising out of any act or omission by any **insured** or by any person for whom any **insured** is legally liable;

C. Subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, consolidating, compacting, flowing, rising, tilting or any other similar movement of land, earth or mud, regardless of whether such movement is a naturally occurring phenomena or is man-made;

D. Restoration, reclamation, backfilling, grading, planting, covering or other modification of mine working, high walls, spoil banks, or haulage ways of stream; or

E. Any bodily injury that is caused or aggravated by the conditions of employment by any **insured**, 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;

2. A co-employee of any **insured** arising out of and in the course of such employment;
3. Any employee of any subcontractor or any other person for whom any **insured** is legally liable; or
4. The spouse, child, parent, brother or sister of any employee as a consequence of 1., 2., or 3. above.

This exclusion applies:

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

Underground property means:

A. Coal, oil, gas, water or any mineral substance, including any title, interest or estate therein, which at the time of the damage to such substance (or the time of the loss, impairment or reduction in the value of such title, interest or estate therein) has not been reduced to physical possession above the surface of the earth;
B. Any mine, well, hole, formation, strata or area beneath the surface of the earth, in or through which, exploration for or production of any substance is carried on; or
C. Casing, pipe, bit, tool, pump or other drilling or well-servicing machinery or equipment that is located in any such well or hole beneath the surface of the earth.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

NATURAL RUBBER LATEX EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of the manufacture, distribution, sale, utilization, implantation, removal, ingestion, inhalation or existence of, or exposure to:

A. Natural rubber latex;
B. Products made from, or that contain, natural rubber latex; or
C. Any lubricants or powders used in connection with A. or B. above

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

It is agreed that the following is added under Section III – Who Is An Insured:

Any other organization the Named **Insured** newly acquires or forms subsequent to the inception date of this **policy**, other than a partnership, limited liability company or joint venture, and over which the Named **Insured** maintains sole ownership or majority interest, but only if:

1. The property and operations of such organization are similar to those that are currently included for coverage under this **policy**;

2. The goods or products manufactured, sold, handled or distributed by such organization in the past or at present are similar to those currently included for coverage under this **policy**;

3. There are no **aircraft products** manufactured, sold, handled or distributed in the past or at present by such organization;

4. Such organization does not have any operations or activities relating to the handling, use, distribution or sale of human blood, or products containing human blood, or products derived from human blood;

5. In the case of an acquired organization:

   a) There is no liability assumed by any **insured** for any operations performed, or which should have been performed, prior to the date of acquisition;
   b) There is no liability assumed by any **insured** for any goods or products manufactured, sold, handled or distributed prior to the date of such acquisition;
   c) The gross revenues of such organization for the twelve months prior to the acquisition have not exceeded:

      US$ **[Insert gross sales]** ; and

   d) There has been no occurrence, accident, offense, claim, suit or proceeding which has resulted in a payment by the acquired organization (or its insurers) for damages on account of any bodily injury, property damage, personal injury or advertising injury (or personal and advertising injury) of:

      US$ **[Insert amount]** or more (inclusive of legal costs and expenses).

In the event that any such newly acquired or formed organization does not conform to all of the applicable criteria above, then the provisions of this Endorsement will not apply to such organization.

Regardless of any other provision of this **policy**:

a) In the event the estimated gross revenues for all newly acquired or formed organizations that satisfy items 1. through 5. above exceed:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
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Issued to:
By:

US$ **[Insert amount]** ;

For the Policy Period of this **policy,** then any organizations acquired or formed after the date of the last acquisition or formation prior to such amount being exceeded will not be **insureds** under this **policy**; and

b) Any coverage provided to a newly acquired or formed organization under this **policy** does not apply to:

i. Any injury or damage that occurred before such organization was acquired or formed; or
ii. Any offense committed before such organization was acquired or formed.

Aircraft products as used in this Endorsement, means:

a) **Aircraft** and any ground support or control equipment used in connection therewith;
b) Any product furnished by the **insured** and installed in **aircraft** or used in connection with **aircraft**;
c) Any tooling used for the manufacture of a) or b) above;
d) Any ground handling tools and equipment used in connection with a) or b) above;
e) Training aids, navigational aids, instruction, manuals, blueprints or engineering or other data, furnished by the Insured and used in connection with a), b), c) or d) above;
f) Any advice or service or labor furnished by the **insured** in connection with a), b), c), d) or e) above.

Aircraft as used in this Endorsement includes missiles and space-craft.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS WITH NOTICE

It is agreed that the following is added under Section III – Who Is An Insured:

Any other organization the Named **Insured** newly acquires or forms subsequent to the inception date of this **policy**, other than a partnership, limited liability company or joint venture, and over which the Named **Insured** maintains sole ownership or majority interest, but only if:

A. There is no other similar insurance available to such organization;

B. The Named **Insured** notifies the **company** of such acquisition or formation no later than _____ (__) **[Insert number of days]** days after the Policy Period of this **policy**; and

C. The Named **Insured** pays any additional premium, which the **company** may, at its option, charge for such organization.

Any coverage provided to a newly acquired or formed organization under this **policy** does not apply to:

i. Any injury or damage that occurred before such organization was acquired or formed; or
ii. Any offense committed before such organization was acquired or formed.

All other terms and conditions of this **policy** remain unchanged.

(Insurer's Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

NON-ACCUMULATION OF LIMITS OF INSURANCE - LISTED INSUREDS

It is agreed that the following condition is added to Section V – Conditions of this **policy**:

Non-Accumulation Of Limits Of Insurance – Listed Insureds
If any damages, costs or expenses covered under this **policy** are also covered in whole, or in part, under any other excess liability policy issued by the **COMPANY** to any of the named insured(s) listed below, then:

1. The combined maximum amount paid for all such damages, costs or expenses under this **policy** and all other excess liability policies, issued by the **COMPANY** to any of the named insured(s) listed below, will not exceed the greatest single limit of insurance applicable to such damages, costs or expenses under:

   a) Either this **policy**; or
   b) Any one of the policies issued by the **COMPANY** to any of the named insured(s) listed below.

2. Payments made for such damages, costs or expenses will reduce any applicable Limit Of Insurance under this **policy** and any applicable limit of insurance under each of the applicable excess liability policies issued by the **COMPANY** to the named insured(s) listed below.

COMPANY [in all caps] only as used in this Endorsement includes:
A. The **company**;
B. The parent company of the **company**;
C. Any:
   i. Sister company of such parent;
   ii. Subsidiary; and
   iii. Sister company;
   Of the **company**; and
D. Any subsidiary of such sister company at any tier.

Named Insured(s) Desginated In Other Excess Liability Policy(ies)
[Insert first named insds from policies that we want to stop from stacking with this one]

This Endorsement will in no event increase the Limits Of Insurance of this **policy**.
All other terms and conditions of this **policy** remain unchanged.

(Insurer's Name)

By: _____

Title: _____

Date of Issuance:

00148 (11/05)

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

NON-ACCUMULATION OF LIMITS OF INSURANCE - LISTED POLICIES

It is agreed that the following condition is added to Section V – Conditions of this **policy**:

Non-Accumulation Of Limits Of Insurance – Listed Policies

It is agreed that if any damages, costs or expenses covered by this **policy** are also covered in whole, or in part, by:

[Insert name of specific writing co.]	Policy Number:	**[Insert policy number]**;
[Insert name of specific writing co.]	Policy Number:	**[Insert policy number]**; or
[Insert name of specific writing co.]	Policy Number:	**[Insert policy number]**;

Then:

1. The combined maximum amount paid for all such damages, costs or expenses under this **policy** and all the other policies listed above will not exceed the greatest single limit of insurance applicable to such damages, costs or expenses under:

   a) Either this **policy;** or

   b) Any one of the policies listed above.

2. Payments made for such damages, costs or expenses under this **policy** or any of the policies listed above will reduce any applicable Limit Of Insurance under this **policy** and any applicable limit of insurance under each of the applicable policies listed above.

This Endorsement will in no event increase the Limits Of Insurance of this **policy**.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

NON-ACCUMULATION OF LIMITS OF INSURANCE - PRIOR EXCESS LIABLITY INSURANCE

It is agreed that the following condition is added to Section V – Conditions of this **policy**:

Non-Accumulation Of Limits Of Insurance – Prior Excess Liability Insurance

If any progressive, continuous, indivisible or recurring injury, damage or offense covered under this **policy** is also covered in whole, or in part, under any other excess liability policy that incepted and expired (or was cancelled) prior to the Policy Period of this **policy** and was issued by:

A. The **company**;

B. The parent company of the **company**;

C. Any:

   i. Sister company of such parent;
   ii. Subsidiary; or
   iii. Sister company;

   Of the **company**; or

D. Any subsidiary of such sister company at any tier;

Then the applicable Limit of Insurance under this **policy** will be reduced by any amounts paid or due to any **insured** under any such prior excess liability policy on account of any such injury, damage or offense.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

00171 (11/05)

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

NON-ACCUMULATION OF LIMITS OF INSURANCE – PRIOR INSURANCE

It is agreed that the following condition is added to Section V – Conditions of this **policy**:

Non-Accumulation Of Limits Of Insurance – Prior Insurance

If any progressive, continuous, indivisible or recurring injury, damage or offense covered under this **policy** is also covered in whole, or in part, under any other policy that incepted and expired (or was cancelled) prior to the Policy Period of this **policy** then the applicable Limit of Insurance under this **policy** will be reduced by any amounts paid or due to any **insured** under any such prior policy on account of any such injury, damage or offense.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

NON-FOLLOWED ENDORSEMENTS OF THE FOLLOWED POLICY

It is agreed that Item 6. of the Declarations is amended by adding the following:

Regardless of any other provision of this **policy**, in no event will this **policy** follow:

Endorsement Number:	Title:	
[Insert Endt. #]	**[Insert Endorsement title]**	of the Followed Policy;
[Insert Endt. #]	**[Insert Endorsement title]**	of the Followed Policy; or
[Insert Endt. #]	**[Insert Endorsement title]**	of the Followed Policy.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

NON-FOLLOWED TERMS AND CONDITIONS OF THE FOLLOWED POLICY

It is agreed that, regardless of any other provision of this **policy**, in no event will this **policy** follow any:

1. Liberalization clause, condition or endorsement;
2. Notice requirement for:
   a) Cancellation,
   b) Non-renewal; or
   c) Change in terms or conditions;
3. Service-of-suit clause, condition or endorsement; or
4. Crisis-management or crisis-response coverage.

Which forms part of the Followed Policy.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

NUCLEAR EXCLUSION

I. This **policy** does not provide coverage for:

A. Any injury or damage:

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

2. Resulting from the **hazardous properties** of **nuclear material** and with respect to which

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

b) The **insured** is or, had this **policy** not been issued, would be entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;

B. Any medical, or surgical, relief or expenses incurred with respect to injury, sickness, disease or death resulting from the **hazardous properties** of **nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization;

C. Any injury or damage resulting from **hazardous properties** of **nuclear material**, if:

1. The **nuclear material**:

a) Is at any **nuclear facility** owned by, or operated by, or on behalf of, an **insured**; or

b) Has been discharged or dispersed therefrom; or

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

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

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**;

Source material, **special nuclear material** and **by-product material** have the meanings given

Endorsement No.:
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(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
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Issued to:
By:

them by the Atomic Energy Act of 1954 or in any law amendatory thereof;

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

Waste means any waste material:

A. Containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and

B. Resulting from the operation by any person or organization of a **nuclear facility** included within paragraphs A. or B. of the definition of **nuclear facility**;

Nuclear facility means:

A. Any **nuclear reactor**;

B. Any equipment or device designed or used for:

1. Separating the isotopes of uranium or plutonium,
2. Processing or utilizing **spent fuel**; or
3. Handling, processing or packaging **waste**;

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

D. Any structure, basin, excavation, premises or place prepared for the storage or disposal of **waste**;

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

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

The phrase "injury or damage" includes all forms of radioactive contamination of property and any loss of use of property that results from radioactive contamination.

II. Regardless of any provision of section I. above, this **policy** does not provide coverage for any liability, **loss**, cost or expense based upon, resulting directly, or indirectly, from, arising in whole, or in part, out of or in any way involving ionizing radiation or contamination by radioactivity outside the United States of America, its territories or possessions or Canada from any:

A. Nuclear fuel; or

B. Nuclear waste that is produced by, or results from, the combustion, fission or fusion of nuclear fuel.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM EXCLUSION (OTHER THAN CERTIFIED ACTS OF TERRORISM); CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

I. It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of an **other act of terrorism** that is not a **certified act of terrorism**.

However, this exclusion applies only when one or more of the following are attributed to such act:

A. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination;

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

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

II. In the event of an **other act of terrorism** that is not subject to this exclusion, coverage does not apply to any liability, **loss**, cost or expense that is otherwise excluded under this **policy**.

III. With respect to any one or more **certified acts of terrorism**, the **company** will not pay any amounts for which it is not responsible under the terms of the federal Terrorism Risk Insurance Act, as now constituted or hereafter amended, due to the application of any clause which results in a cap on the **company's** liability for payments of terrorism losses.

Certified act of terrorism means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States of America, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act as now constituted or hereafter amended.

Other act of terrorism means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act as now constituted or hereafter amended.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

OCCUPATIONAL DISEASE EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of injury to:

A. Any employee of the **insured** and 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 A. above;

If such injury is, or is the consequence of, a disease that is caused or aggravated by the conditions of employment by any **insured.**

This exclusion applies:

i. Whether the **insured** may be liable as an employer or in any other capacity; or

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

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

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 this **policy**.

This Notice provides information concerning the possible impact on this **policy's** coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions, 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 – http//www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that the Named **Insured** or any other **insured**, or any person or entity claiming the benefits of this **policy** has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this **policy** will be considered a blocked or frozen contract and all provisions of this **policy** are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

OTHER AGGREGATE LIMIT – PER LOCATION

It is agreed that the Other Aggregate Limit, as stated in Item 4. (c) of the Declarations, applies separately to each **location** owned by, or rented to, the Named **Insured**, but only if every policy of **underlying excess insurance** applies its general (or other non products-completed operations) aggregate limit separately to each **location** owned by, or rented to, the Named **Insured.**

Location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

OTHER AGGREGATE LIMIT – PER PROJECT

It is agreed that the Other Aggregate Limit, as stated in Item 4. (c) of the Declarations, applies separately to each of the Named **Insured's** projects away from premises owned by, or rented to, the Named **Insured**, but only if every policy of **underlying excess insurance** applies its general (or other non products-completed operations) aggregate limit separately to each of the Named **Insured's** projects away from premises owned by, or rented to, the Named **Insured.**

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

PERFLUOROOCTANE SULFONATE AND PERFLUOROOCTANOIC ACID EXCLUSION

It is agreed that this **policy** does not provide coverage for:

A. Any liability, **loss**, cost or expense based upon, resulting directly, or indirectly, from, arising in whole, or in part, out of or in any way involving the manufacture, distribution, sale, installation, removal, utilization, ingestion, inhalation or existence of, or exposure to, **perfluorooctane sulfonate** or **perflurooctanoic acid** in any form or any products or materials containing **perfluorooctane sulfonate** or **perflurooctanoic acid**; or

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, **perfluorooctane sulfonate** or **perflurooctanoic acid** in any form or any products or materials containing **perfluorooctane sulfonate** or **perflurooctanoic acid**, by any **insured** or by any other person or organization.

Perfluorooctane sulfonate includes:

A. Perfluorooctane sulfonate (PFOS);

B. Any chemical, material or product that consists of, or contains, the same chemical formulation or structure as PFOS;

C. Any congener or derivative of PFOS; and

D. Any substance that has a chemical formulation or structure that is substantially similar to PFOS by whatever name manufactured, formulated, structured, sold or distributed.

Perflurooctanoic acid includes:

A. Perflurooctanoic acid (PFOA);

B. Any chemical, material or product that consists of, or contains, the same chemical formulation or structure as PFOA;

C. Any congener or derivative of PFOA; and

D. Any substance that has a chemical formulation or structure that is substantially similar to PFOA by whatever name manufactured, formulated, structured, sold or distributed.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

PHENYLPROPANOLAMINE (PPA) EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense based upon, resulting directly, or indirectly, from, arising in whole, or in part, out of or in any way involving the manufacture, distribution, sale, utilization, implantation, removal, ingestion, inhalation or existence of, or exposure to, **phenylpropanolamine** in any form or any products or materials containing **phenylpropanolamine**.

Phenylpropanolamine includes:

A. Phenylpropanolamine (PPA);

B. Any chemical, material or product that consists of, or contains, the same chemical formulation or structure as PPA;

C. Any derivative of PPA; and

D. Any substance that has a chemical formulation or structure that is substantially similar to PPA by whatever name manufactured, formulated, structured, sold or distributed.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

POLLUTION EXCLUSION WITH LIMITED EXCEPTIONS FOR PRODUCTS, NAMED PERIL AND TIME ELEMENT REPORTING

I. It is agreed that this **policy** does not provide coverage for:

A. Any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of any actual, alleged or threatened **discharge** of **pollutants**; or

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**.

However, this paragraph B. does not apply to **loss** 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.

II. Paragraph I. above applies whether or not such **discharge** of such **pollutants**:

A. Results from any **insured's** activities or the activities of any other person or organization;
B. Is sudden, abrupt, gradual, accidental, unexpected or unintended; or

C. Arises out of, or relates to, industrial operations or the **waste** or by-products thereof.

III. Paragraph I. A. above does not apply to:

A. **Products pollution liability**;

B. Liability of the **insured** for bodily injury or property damage caused by an unexpected and unintended **discharge** of such **pollutants**, but only if such **discharge** results solely from a **covered pollution peril** which commences on a demonstrable date and time during the Policy Period of this **policy**; or

C. Liability of the **insured** for bodily injury or property damage caused by:

1. An intentional **discharge** of such **pollutants** solely for the purpose of mitigating or avoiding imminent bodily injury or property damage, which would be covered by this **policy**; or

2. An unintended and unexpected **discharge** of such **pollutants**, other than one encompassed by B. above;

But only if the **insured**:

a) Becomes aware of the commencement of such **discharge** within twenty (20) days of such commencement; and

b) Gives the **company** written notice of such commencement of the **discharge** under paragraphs C. 1. or C. 2. of this Endorsement within eighty (80) days of such commencement.

c) Such notice must:

i. Be provided irrespective of whether notice otherwise would be required under any other provision of this **policy**.

ii. Specify, to the extent such information is available:

- Where such **discharge** took place;
- When such **discharge** commenced;
- The nature and approximate quantity of the **pollutants** or other substance **discharged**;
- When, and the circumstances under which, the **insured** became aware of such **discharge**.

However, nothing contained in this paragraph III. will operate to provide any coverage with respect to:

a. Any premises, site or location which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of **waste**;
b. Acid rain;
c. Clean up, removal, containment, treatment, detoxification or neutralization of **pollutants** at or from any premises, site or location which is, or was at any time, owned or occupied by, or rented or loaned to, any **insured**;
d. **Pollutants**, which are or were at any time transported, handled, stored, treated, disposed of, or processed as **waste** by or for:
   (i) Any **insured**; or
   (ii) Any person or organization for whom any **insured** may be legally responsible; or
e. Water pollution caused by oil or any of its derivatives.

As used in this exclusion:

A. **Automobile** means a land motor vehicle, trailer or semi-trailer.

B. **Covered pollution peril** means:

1. **Hostile fire**;
2. Lightning;
3. Windstorm;
4. The collision of an aircraft with a building, another ground-based fixed structure or **watercraft**;
5. The upset, overturn or collision of an **automobile** or rail vehicle; or
6. Solely with respect to an aboveground structure, explosion, implosion or structural collapse.

C. **Discharge** means discharge, dispersal, emission, seepage, migration, release or escape.

D. **Hostile fire** means a fire which becomes uncontrollable or breaks out from where it was intended to be.

E. **Insured's products** means goods or products manufactured, sold, tested, handled or distributed by the **insured,** or others trading under the **insured's** name, or tools, uninstalled equipment or abandoned or unused materials that were the subject of completed operations performed for others by, or on behalf of, the **insured**. Such goods or products will be deemed to include any container thereof other than an **automobile**, **watercraft** or aircraft.

F. **Pollutants** means any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and **waste**, which may,

does, or is alleged to affect adversely the environment, property, persons or animals.

G. **Products pollution liability** means liability arising out of the abrupt and instantaneous **discharge** of **pollutants**, but only if such liability:

1. Arises out of the end-use of the **insured's products**, other than **insured products** which are **waste**; and

2. Such use occurs after possession of such goods or products has been relinquished to others by the **insured,** or by others trading under its name, and such use occurs away from premises owned, rented or controlled by any **insured**.

H. **Waste** means all waste and includes, but is not limited to, materials to be discarded, stored pending final disposal, recycled, reconditioned or reclaimed.

I. **Watercraft** means any ship or vessel designed principally for travel on water.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

POLLUTION EXCLUSION WITH LIMITED EXCEPTIONS FOR TIME ELEMENT REPORTING (INCLUDING PRODUCTS)

I. It is agreed that this **policy** does not provide coverage for:

A. Any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of any actual, alleged or threatened **discharge** of **pollutants**; or

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**.

However, this paragraph B. does not apply to **loss** 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.

II. Paragraph I. above applies whether or not such **discharge** of such **pollutants**:

A. Results from any **insured's** activities or the activities of any other person or organization;
B. Is sudden, abrupt, gradual, accidental, unexpected or unintended; or
C. Arises out of, or relates to, industrial operations or the **waste** or by-products thereof.

III. Paragraph I. A. above does not apply to:

A. Liability of the **insured** for bodily injury or property damage caused by:

1. An intentional **discharge** of such **pollutants** solely for the purpose of mitigating or avoiding imminent bodily injury or property damage, which would be covered by this **policy**; or

2. An unintended and unexpected **discharge** of such **pollutants**, other than one encompassed by B. above;

B. **Products pollution liability**

But only if the **insured**:

a) Becomes aware of the commencement of such **discharge** within twenty (20) days of such commencement; and

b) Gives the **company** written notice of such commencement of the **discharge** under paragraphs III. A. or III. B. above within eighty (80) days of such commencement.

c) Such notice must:

i. Be provided irrespective of whether notice otherwise would be required under any other provision of this **policy**.

ii. Specify, to the extent such information is available:

- Where such **discharge** took place;
- When such **discharge** commenced;
- The nature and approximate quantity of the **pollutants** or other substance **discharged**;
- When, and the circumstances under which, the **insured** became aware of such **discharge**.

However, nothing contained in this paragraph III. will operate to provide any coverage with respect to:

a. Any premises, site or location which is, or was at any time, used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of **waste**;
b. Acid rain;
c. Clean up, removal, containment, treatment, detoxification or neutralization of **pollutants** at or from any premises, site or location which is, or was at any time, owned or occupied by, or rented or loaned to, any **insured**;
d. **Pollutants**, which are or were at any time transported, handled, stored, treated, disposed of, or processed as **waste** by or for:
   (i) Any **insured**; or
   (ii) Any person or organization for whom any **insured** may be legally responsible; or
e. Water pollution caused by oil or any of its derivatives.

As used in this exclusion:

A. **Automobile** means a land motor vehicle, trailer or semi-trailer.

B. **Discharge** means discharge, dispersal, emission, seepage, migration, release or escape.

C. **Hostile fire** means a fire which becomes uncontrollable or breaks out from where it was intended to be.

D. **Insured's products** means goods or products manufactured, sold, tested, handled or distributed by the **insured,** or others trading under the **insured's** name, or tools, uninstalled equipment or abandoned or unused materials that were the subject of completed operations performed for others by, or on behalf of, the **insured**. Such goods or products will be deemed to include any container thereof other than an **automobile**, **watercraft** or aircraft.

E. **Pollutants** means any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and **waste**, which may, does, or is alleged to affect adversely the environment, property, persons or animals.

F. **Products pollution liability** means liability arising out of the abrupt and instantaneous **discharge** of **pollutants**, but only if such liability:

   1. Arises out of the end-use of the **insured's products**, other than **insured products** which are **waste**; and

   2. Such use occurs after possession of such goods or products has been relinquished to others by the **insured,** or by others trading under its name, and such use occurs away from premises owned, rented or controlled by any **insured**.

G. **Waste** means all waste and includes, but is not limited to, materials to be discarded, stored pending final disposal, recycled, reconditioned or reclaimed.

H. **Watercraft** means any ship or vessel designed principally for travel on water.

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

POLLUTION EXCLUSION WITH LIMITED PRODUCTS, NAMED PERIL, AND TIME ELEMENT REPORTING EXCEPTIONS

I. It is agreed that this **policy** does not provide coverage for:

A. Any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of any actual, alleged or threatened **discharge** of **pollutants**; or

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**.

However, this paragraph B. does not apply to **loss** 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.

II. Paragraphs I. above applies whether or not such **discharge** of such **pollutants**:

A. Results from any **insured's** activities or the activities of any other person or organization;
B. Is sudden, abrupt, gradual, accidental, unexpected or unintended; or
C. Arises out of, or relates to, industrial operations or the **waste** or by-products thereof.

III. Paragraph I. A. above does not apply to:

A. **Products pollution liability**; however, nothing contained in this paragraph will operate to provide any coverage with respect to liability, **loss**, cost or expense arising out of the contamination of water or soil;

B. Liability of the **insured** for bodily injury or property damage caused by an unexpected and unintended **discharge** of such **pollutants**, but only if such **discharge** results solely from a **covered pollution peril** which commences on a demonstrable date and time during the Policy Period of this **policy**; or

C. Liability of the **insured** for bodily injury or property damage caused by:

1. An intentional **discharge** of such **pollutants** solely for the purpose of mitigating or avoiding imminent bodily injury or property damage, which would be covered by this **policy**; or

2. An unintended and unexpected **discharge** of such **pollutants**, other than one encompassed by B. above;

But only if the **insured**:

a) Becomes aware of the commencement of such **discharge** within twenty (20) days of such commencement; and

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

b) Gives the **company** written notice of such commencement of the **discharge** under paragraphs C. 1. or C. 2. of this Endorsement within eighty (80) days of such commencement.

c) Such notice must:

i. Be provided irrespective of whether notice otherwise would be required under any other provision of this **policy**.

ii. Specify, to the extent such information is available:

- Where such **discharge** took place;
- When such **discharge** commenced;
- The nature and approximate quantity of the **pollutants** or other substance **discharged**;
- When, and the circumstances under which, the **insured** became aware of such **discharge**.

As used in this exclusion:

A. **Automobile** means a land motor vehicle, trailer or semi-trailer.

B. **Covered pollution peril** means:

1. **Hostile fire**;
2. Lightning;
3. Windstorm;
4. The collision of an aircraft with a building, another ground-based fixed structure or **watercraft**;
5. The upset, overturn or collision of an **automobile** or rail vehicle; or
6. Solely with respect to an aboveground structure, explosion, implosion or structural collapse.

C. **Discharge** means discharge, dispersal, emission, seepage, migration, release or escape.

D. **Hostile fire** means a fire which becomes uncontrollable or breaks out from where it was intended to be.

E. **Insured's products** means goods or products manufactured, sold, tested, handled or distributed by the **insured,** or others trading under the **insured's** name, or tools, uninstalled equipment or abandoned or unused materials that were the subject of completed operations performed for others by, or on behalf of, the **insured**. Such goods or products will be deemed to include any container thereof other than an **automobile**, **watercraft** or aircraft.

F. **Pollutants** means any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and **waste**, which may, does, or is alleged to affect adversely the environment, property, persons or animals.

G. **Products pollution liability** means liability arising out of the abrupt and instantaneous **discharge** of **pollutants**, but only if such liability:

1. Arises out of the end-use of the **insured's products**, other than **insured products** which are **waste**; and
2. Such use occurs after possession of such goods or products has been relinquished to others by the **insured,** or by others trading under its name, and such use occurs away from premises owned, rented or controlled by any **insured**.

H. **Waste** means all waste and includes, but is not limited to, materials to be discarded,

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

stored pending final disposal, recycled, reconditioned or reclaimed.

l. **Watercraft** means any ship or vessel designed principally for travel on water.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

POLLUTION EXCLUSION WITH PRODUCTS, NAMED PERIL AND TIME ELEMENT REPORTING EXCEPTIONS

I. It is agreed that this **policy** does not provide coverage for:

A. Any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of any actual, alleged or threatened **discharge** of **pollutants**; or

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**.

However, this paragraph B. does not apply to **loss** 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.

II. Paragraph I. above applies whether or not such **discharge** of such **pollutants**:

A. Results from any **insured's** activities or the activities of any other person or organization;
B. Is sudden, abrupt, gradual, accidental, unexpected or unintended; or
C. Arises out of, or relates to, industrial operations or the **waste** or by-products thereof.

III. Paragraph I. A. above does not apply to:

A. **Products pollution liability**;

B. Liability of the **insured** for bodily injury or property damage caused by an unexpected and unintended **discharge** of such **pollutants**, but only if such **discharge** results solely from a **covered pollution peril** which commences on a demonstrable date and time during the Policy Period of this **policy**; or

C. Liability of the **insured** for bodily injury or property damage caused by:

1. An intentional **discharge** of such **pollutants** solely for the purpose of mitigating or avoiding imminent bodily injury or property damage, which would be covered by this **policy**; or

2. An unintended and unexpected **discharge** of such **pollutants**, other than one encompassed by B. above;

But only if the **insured**:

a) Becomes aware of the commencement of such **discharge** within twenty (20) days of such commencement; and

b) Gives the **company** written notice of such commencement of the **discharge** under paragraphs C. 1. or C. 2. of this Endorsement within eighty (80) days of such commencement.

c) Such notice must:

i. Be provided irrespective of whether notice otherwise would be required under any other provision of this **policy**.

ii. Specify, to the extent such information is available:

- Where such **discharge** took place;
- When such **discharge** commenced;
- The nature and approximate quantity of the **pollutants** or other substance **discharged**;
- When, and the circumstances under which, the **insured** became aware of such **discharge**.

As used in this exclusion:

A. **Automobile** means a land motor vehicle, trailer or semi-trailer.

B. **Covered pollution peril** means:

1. **Hostile fire**;
2. Lightning;
3. Windstorm;
4. The collision of an aircraft with a building, another ground-based fixed structure or **watercraft**;
5. The upset, overturn or collision of an **automobile** or rail vehicle; or
6. Solely with respect to an aboveground structure, explosion, implosion or structural collapse.

C. **Discharge** means discharge, dispersal, emission, seepage, migration, release or escape.

D. **Hostile fire** means a fire which becomes uncontrollable or breaks out from where it was intended to be.

E. **Insured's products** means goods or products manufactured, sold, tested, handled or distributed by the **insured,** or others trading under the **insured's** name, or tools, uninstalled equipment or abandoned or unused materials that were the subject of completed operations performed for others by, or on behalf of, the **insured**. Such goods or products will be deemed to include any container thereof other than an **automobile**, **watercraft** or aircraft.

F. **Pollutants** means any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and **waste**, which may, does, or is alleged to affect adversely the environment, property, persons or animals.

G. **Products pollution liability** means liability arising out of the abrupt and instantaneous **discharge** of **pollutants**, but only if such liability:

1. Arises out of the end-use of the **insured's products**, other than **insured products** which are **waste**; and

2. Such use occurs after possession of such goods or products has been relinquished to others by the **insured,** or by others trading under its name, and such use occurs away from premises owned, rented or controlled by any **insured**.

H. **Waste** means all waste and includes, but is not limited to, materials to be discarded, stored pending final disposal, recycled, reconditioned or reclaimed.

I. **Watercraft** means any ship or vessel designed principally for travel on water.

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

All other terms and conditions of this **policy** remain unchanged.

Allied World Assurance Company (U.S.), Inc.

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
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By:

POLLUTION EXCLUSION WITH TIME ELEMENT REPORTING (INCLUDING PRODUCTS) EXCEPTIONS

I. It is agreed that this **policy** does not provide coverage for:

A. Any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of any actual, alleged or threatened **discharge** of **pollutants**; or

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**.

However, this paragraph B. does not apply to **loss** 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.

II. Paragraph I. above applies whether or not such **discharge** of such **pollutants**:

A. Results from any **insured's** activities or the activities of any other person or organization;
B. Is sudden, abrupt, gradual, accidental, unexpected or unintended; or
C. Arises out of, or relates to, industrial operations or the **waste** or by-products thereof.

III. Paragraph I. A. above does not apply to:

A. Liability of the **insured** for bodily injury or property damage caused by:

1. An intentional **discharge** of such **pollutants** solely for the purpose of mitigating or avoiding imminent bodily injury or property damage, which would be covered by this **policy**; or

2. An unintended and unexpected **discharge** of such **pollutants**, other than one encompassed by B. above;

B. **Products pollution liability**

But only if the **insured**:

a) Becomes aware of the commencement of such **discharge** within twenty (20) days of such commencement; and

b) Gives the **company** written notice of such commencement of the **discharge** under paragraphs III. A. or III. B. above within eighty (80) days of such commencement.

c) Such notice must:

i. Be provided irrespective of whether notice otherwise would be required under any other provision of this **policy**.

ii. Specify, to the extent such information is available:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

- Where such **discharge** took place;
- When such **discharge** commenced;
- The nature and approximate quantity of the **pollutants** or other substance **discharged**;
- When, and the circumstances under which, the **insured** became aware of such **discharge**.

As used in this exclusion:

A. **Automobile** means a land motor vehicle, trailer or semi-trailer.

B. **Discharge** means discharge, dispersal, emission, seepage, migration, release or escape.

C. **Hostile fire** means a fire which becomes uncontrollable or breaks out from where it was intended to be.

D. **Insured's products** means goods or products manufactured, sold, tested, handled or distributed by the **insured,** or others trading under the **insured's** name, or tools, uninstalled equipment or abandoned or unused materials that were the subject of completed operations performed for others by, or on behalf of, the **insured**. Such goods or products will be deemed to include any container thereof other than an **automobile**, **watercraft** or aircraft.

E. **Pollutants** means any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and **waste**, which may, does, or is alleged to affect adversely the environment, property, persons or animals.

F. **Products pollution liability** means liability arising out of the abrupt and instantaneous **discharge** of **pollutants**, but only if such liability:
   1. Arises out of the end-use of the **insured's products**, other than **insured products** which are **waste**; and
   2. Such use occurs after possession of such goods or products has been relinquished to others by the **insured,** or by others trading under its name, and such use occurs away from premises owned, rented or controlled by any **insured**.

G. **Waste** means all waste and includes, but is not limited to, materials to be discarded, stored pending final disposal, recycled, reconditioned or reclaimed.

H. **Watercraft** means any ship or vessel designed principally for travel on water.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
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forms a part of Policy No.:
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By:

POLYBROMINATED DIPHENYL ETHERS EXCLUSION

It is agreed that this **policy** does not provide coverage for:

A. Any liability, **loss**, cost or expense based upon, resulting directly, or indirectly, from, arising in whole, or in part, out of or in any way involving the manufacture, distribution, sale, installation, removal, utilization, ingestion, inhalation or existence of, or exposure to, **polybrominated diphenyl ethers** in any form or any products or materials containing **polybrominated diphenyl ethers**; or

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, **polybrominated diphenyl ethers** in any form or any products or materials containing **polybrominated diphenyl ethers**, by any **insured** or by any other person or organization.

Polybrominated diphenyl ethers include:

A. Tetrabromodiphenyl ether (benzene, 1,1'-oxybis-, tetrabromo derivative; tetrabde);

B. Pentabromodiphenyl ether (benzene, 1,1'-oxybis-, pentabromo derivative; pentabde);

C. Hexabromodiphenyl ether (benzene, 1,1'-oxybis-, hexabromo derivative; hexabde);

D. Heptabromodiphenyl ether (benzene, 1,1'-oxybis-, heptabromo derivative; heptabde);

E. Octabromodiphenyl ether (benzene, 1,1'-oxybis-, octabromo derivative; octabde);

F. Nonabromodiphenyl ether (benzene, 1,1'-oxybis-, nonabromo derivative; nonabde);

G. Decabromodiphenyl ether; bis(pentabromophenyl) ether (benzene, 1,1'-oxybis[2,3,4,5,6-pentabromo-; decabde);

H. Any chemical, material or product that consists of, or contains, the same chemical formulation or structure as any of the polybrominated diphenyl ethers listed in A. through G. above;

I. Any congener or derivative of any of the polybrominated diphenyl ethers listed in A. through G. above; and

J. Any substance that has a chemical formulation or structure that is substantially similar to any of the polybrominated diphenyl ethers listed in A. through G. above by whatever name manufactured, formulated, structured, sold or distributed.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
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Issued to:
By:

POLYCHLORINATED BIPHENYLS EXCLUSION

It is agreed that this **policy** does not provide coverage for:

A. Any liability, **loss**, cost or expense based upon, resulting directly, or indirectly, from, arising in whole, or in part, out of or in any way involving the manufacture, distribution, sale, installation, removal, utilization, ingestion, inhalation or existence of, or exposure to, **polychlorinated biphenyls** in any form or any products or materials containing **polychlorinated biphenyls**; or

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, **polychlorinated biphenyls** in any form or any products or materials containing **polychlorinated biphenyls**, by any **insured** or by any other person or organization.

Polychlorinated biphenyls include:

A. Polychlorinated biphenyls or chlorobiphenyls (PCBs);

B. Any chemical, material or product that consists of, or contains, the same chemical formulation or structure as PCBs;

C. Any congener or derivative of PCBs; and

D. Any substance that has a chemical formulation or structure that is substantially similar to PCBs by whatever name manufactured, formulated, structured, sold or distributed.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

PRE-EXISTING DEFECT, INJURY OR DAMAGE EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of any pre-existing defect, injury or damage that the Named **Insured** was aware of prior to the Policy Period of this **policy**.

This exclusion will apply whether or not the **insured's** legal liability to pay for such pre-existing defect, injury or damage was established prior to the Policy Period of this **policy**.

Regardless of any other provision of this **policy**, the Named **Insured** will be deemed to have been aware of such defect, injury or damage if any executive officer of any **insured** or any manager or equivalent-level employee in any **insured's** risk management, insurance or law, legal, or general counsel department was aware of such defect, injury or damage irrespective of whether or not such person was aware that such defect, injury or damage was likely to involve this **policy**.

To the extent any person, described in the paragraph above, was aware, prior to the Policy Period of this **policy**, of any injury or damage, then any continuation, change or resumption of such injury or damage subsequent to the effective date of this Endorsement will be deemed to have occurred and to have been known by the Named **Insured**, prior to the Policy Period of this **policy**

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

PREVIOUSLY NOTIFIED OR KNOWN EVENT EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of:

A. Any injury, damage, accident, offense, act, error or omission (collectively referred to below as "Event") of which:

   1. Notice has been given, or deemed to have been given, under any other policy or contract of insurance; or

   2. The Named **Insured** was aware;

   Prior to the Policy Period of this **policy**; or

B. Any continuation, change or resumption of such Event described in A. above during or after the Policy Period of this **policy**.

Regardless of any other provision of this **policy**, the Named **Insured** will be deemed to have been aware of such Event if any executive officer of any **insured** or any manager or equivalent-level employee in any **insured's** risk management, insurance or law, legal, or general counsel department was aware of such Event (or of any injury or damage arising out of such Event) irrespective of whether or not such person was aware that such Event (or any injury or damage arising out of such Event) was likely to involve this **policy**.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

PRODUCTS-COMPLETED OPERATIONS EXTENSION PERIOD COMPLETION DATE

A. It is agreed that if:

1. This **policy** has not been cancelled; and

2. All premium due the **company** (including any additional premium due the **company** as a result of premium adjustment or premium audit) has been paid promptly when due by the first Named **Insured**;

Then any injury or damage arising out of the products-completed operations hazard (as such hazard is defined in the Followed Policy) which occurs during the **Products-Completed Operations Extension Period** will be deemed to have occurred during the Policy Period of this **policy**.

B. The Products-Completed Operations Aggregate Limit stated in Item 4. (b) of the Declarations will apply to the Policy Period and the **Products-Completed Operations Extension Period**. The Products-Completed Operations Aggregate Limit stated in Item 4. (b) of the Declarations will not be reinstated at the end of the Policy Period; nor will there be a separate aggregate limit of insurance applicable to any coverage afforded by this Endorsement.

C. **Products-Completed Operations Extension Period** means the period:

1. From the earliest of the following times:

a) The end of the Policy Period stated in Item 2. of the Declarations;

b) With respect to each unit separately and respectively, the time at which the **insured's** work on the unit is completed. The **insured's** work on the unit will be deemed completed if it satisfies the definition of completed work set forth in the products-completed operations hazard (as such hazard is defined in the Followed Policy); or

c) With respect to each unit separately and respectively, the time at which the legal title transfers from any **insured** to any purchaser of such individual unit;

2. To the earliest of the following times:

a) When the applicable statute of repose or statute of limitation expires as stated in the statutes or the decisional law of the jurisdiction in which the unit is located; or

b) Ten (10) years from the earliest applicable time specified in 1. a), 1. b), or 1. c) above.

All other terms and conditions of this **policy** remain unchanged.

(Insurer name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

PROFESSIONAL SERVICES EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense arising out of:

A. Any breach of duty or negligent act, error, omission, malpractice or mistake in the rendering of, or failure to render, any professional services; or

B. Any breach of duty or negligent act, error, omission, malpractice or mistake of a professional nature;

Committed by, or on behalf of, any **insured** in the conduct of any **insured's** activities.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

PROFESSIONAL SERVICES EXCLUSION WITH EXCEPTION FOR EMPLOYED ARCHITECTS AND ENGINEERS

I. It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense arising out of:

   A. Any breach of duty or negligent act, error, omission, malpractice or mistake in the rendering of, or failure to render, any professional services; or

   B. Any breach of duty or negligent act, error, omission, malpractice or mistake of a professional nature;

   Committed by, or on behalf of, any **insured** in the conduct of any **insured's** activities.

II. However, this exclusion will not apply to professional services rendered by an architect, engineer, surveyor or other similar type of professional solely in their capacity as an employee of the Named **Insured** where such services are an integral part of other work performed by, or on behalf of, the Named **Insured** or are integral to the manufacture, construction, installation, sale, handling or distribution of the Named **Insured's** products or the products of any subsidiary of the Named **Insured**.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

PROMOTION OF OFF-LABEL USE EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of any **insured's** promotion of **off-label use** of any drug, device, chemical, material or product.

As used in this exclusion, **off-label use** means the utilization, implantation, ingestion, or inhalation of, or exposure to, any drug, device, chemical, material or product that has not been specifically approved by the governmental or regulatory authority responsible for such approval.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION

It is agreed that this **policy** does not provide coverage for **punitive damages**.

However, if a claim or suit is brought, or a proceeding is instituted, against the **insured** seeking both compensatory and **punitive damages** and such claim, suit or proceeding is otherwise covered under the **policy**, then the **company** shall have the right, but not the duty, to assume charge of the investigation, settlement or defense of such claim, suit or proceeding without liability for **punitive damages**.

Punitive damages mean punitive or exemplary damages, or the multiplied portion of any multiplied damages award, for which the **insured** is legally liable, but only if:

A. Such damages are awarded by final adjudication by:

   1. A court; or

   2. An arbitration, or other, tribunal;

   Having jurisdiction over the **insured**; and

B. Such damages are expressly identified by the awarding court or the awarding arbitration, or other, tribunal as punitive, exemplary or multiplied damages (or specifically identified as such by use of a term which is equivalent thereto in the particular jurisdiction).

If a settlement is reached for less than the full amount of any judgment or award previously rendered, amounts paid will be allocated first to the compensatory, or other non-punitive, elements until such elements are satisfied in full, and only the excess thereof will be deemed to be **punitive damages**.

Punitive damages do not include defense or supplementary expenses, whether or not incurred in connection with the investigation, settlement or defense of any claim, suit or proceeding seeking **punitive damages.**

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

QUOTA SHARE BEST TERMS

This **policy** is offered on the basis of best **terms** for the **company**.

A. In the event any **participating insurer** does not provide coverage for **loss** for any reason, then this **policy** will not provide coverage for such **loss**.

B. As a condition precedent to the obligations of the **company** under this **policy**, the **net premium** paid to the **company** for this **policy** per million of the limit stated in Item 4. (a) of the Declarations of this **policy** will be no less than the **net premium** paid to any **participating insurer** per million of the limit insured by such **participating insurer**.

C. To the extent that there are **terms** more favorable to any **participating insurer** under its contract than the **terms** of this **policy**, it is agreed that this **policy**, at the option of the **company**, will be construed as containing the **terms** more favorable to such **participating insurer**, as though such **terms** were actually provided in this **policy** from its inception date.

Net premium means premium after deduction of any brokerage or commission.

Partcipating insurer means an insurer, other than the **company**, that is insuring a quota share percentage of the layer of insurance specified in Item 4. and Item 5. of the Declarations of this **policy** at any time during the Policy Period of this **policy**.

Terms mean definitions, warranties, terms, conditions, exclusions, and limitations.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

RADIOACTIVE MATTER AND RADIATION EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense based upon, resulting directly, or indirectly, from, arising in whole, or in part, out of or in any way involving:

A. The manufacture, distribution, sale, installation, implantation, removal, utilization, ingestion, inhalation or existence of, or exposure to, radioactive matter or any form of radiation.

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, radioactive matter or any form of radiation; 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, radioactive matter or any form of radiation.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

RECALL OF PRODUCTS, WORK OR IMPAIRED PROPERTY EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

A. Any **insured's product**;

B. Any **insured's work** ; or

C. **Impaired property**;

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

As used in this exclusion:

Insured's product:

A. Means:

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

   a) Any **insured**;
   b) Others trading under any **insured's** name; or
   c) A person or organization whose business or assets any **insured** has acquired; and

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

B. Includes:

1. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the **insured's product**; and

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

C. Does not include vending machines or other property rented to or located for the use of others but not sold.

Insured's work means:

(1) Work or operations performed by the **insured** or on the **insured's** behalf;

(2) Materials, parts or equipment furnished in connection with such work or operations; and

Endorsement No.:
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Includes:

A. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of any **insured's work**; and

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

The **insured's work** will be deemed completed at the earliest of the following times:

(a) When all of the work called for in **insured's** contract has been completed.

(b) When all of the work to be done at the job site has been completed if the **insured's** contract calls for work at more than one job site.

(c) 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.

Impaired property means tangible property, other than any **insured's product** or any **insured's work**, that cannot be used or is less useful because:

1. It incorporates any **insured's product** any **insured's work** that is known or thought to be defective, deficient, inadequate or dangerous; or

2. Any **insured** has failed to fulfill the terms of a contract or agreement;

If such property can be restored to use by:

a) The repair, replacement, adjustment or removal of the **insured's product** or the **insured's work**; or

b) The **insured** fulfilling the terms of the contract or agreement.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

REPETITIVE STRESS EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of any repetitive motion, stress or strain or any cumulative trauma disorder, including, but not limited to:

A. Liability arising from actual, or alleged, improper design of goods, equipment, machinery or operations;

B. Failure to warn or properly instruct as to the use of goods, equipment or machinery or conduct of operations;

C. Improper supervision of the use of goods, equipment or machinery or conduct of operations; or

D. Without limiting the foregoing, carpal tunnel syndrome arising, or allegedly arising, from, but not limited to, the use of keyboards or finger pads.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

RESIDENTIAL CONSTRUCTION OPERATIONS EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of **residential construction operations.**

This exclusion applies whether the **residential construction operations** have been completed or are ongoing.

Residential construction operations mean:

A. Any **insured's work** regarding, related to, in support of, or in connection with, any construction of:

1. Detached single family houses;
2. Attached single family houses;
3. Residential condominiums;
4. Residential cooperatives; or
5. Any other type of dwelling.

B. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications regarding, related to, in support of, or in connection with A. above; or

C. Giving directions or instructions, or failing to give them, regarding, related to, in support of, or in connection with A. above.

Insured's work means:

(1) Work or operations performed by the **insured** or on the **insured's** behalf;

(2) Materials, parts or equipment furnished in connection with such work or operations; and

Includes:

A. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of any **insured's work**; and

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

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

00265 (11/05)

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

RETAINED LIMIT ENDORSEMENT – AGGREGATE EXHAUSTION
(DEFENSE COSTS DO NOT ERODE RETAINED LIMIT)

It is agreed that:

A. In the event of exhaustion of all applicable aggregate limits of insurance within the **underlying limits**, then with respect to any other occurrence to which such **underlying limits** would have applied had they not been exhausted, the amount stated below as the Retained Limit will be added to **underlying limits**:

   Retained Limit US$_____, **[Underwriter inserts amount]** each occurrence.

B. The Retained Limit will:

   1. Remain uninsured;
   2. Not be reduced by **defense costs**; and
   3. Only be reduced by judgments or settlements to which this **policy** would also apply (but for the existence of the Retained Limit).

C. With respect to any occurrences, claims made, suits brought or proceedings instituted against any **insured** to which the Retained Limit applies, Condition F. Duties In The Event Of Occurrence, Claim Or Suit under Section V - Conditions of this **policy** is deleted and replaced by the following:

   Duties in the Event of Occurrence, Claim Or Suit

   1. The **insured**, as a condition precedent to the obligations of the Company under this **policy**, must see to it that the **company** is notified as soon as practicable of an occurrence that may result in a claim, suit or proceeding that may exceed the Retained Limit. Written notice should be mailed or delivered to the **company** at the address stated in Item 8. (a) of the Declarations.

   2. To the extent possible, notice should include:

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

      Notice of an occurrence is not notice of a claim.

   3. If a claim is made, suit brought or proceeding instituted against any **insured** that is reasonably likely to involve this **policy**, the **insured** must:

      a) Immediately record the specifics of the claim, suit or proceeding and the date received;
      b) See to it that the **company** receives written notice of the claim, suit or proceeding as soon as practicable. Written notice should be mailed or delivered to the **company** at the address stated in Item 8. (a) of the Declarations.

   4. The **insured** must:

      a) Immediately send the **company** copies of any demands, notices, summonses or legal papers received in connection with the claim, suit or proceeding;
      b) Authorize the **company**, upon its request, to obtain records and other information;

c) Cooperate with the **company** in the investigation, settlement or defense of the claim, suit or proceeding; and
d) Assist the **company** in the enforcement of any right against any person or organization that may be liable to any **insured** because of injury or damage to which this **policy** may also apply.

D. The **company** shall have the right, but not the duty, to participate in, or assume control of, the investigation, settlement or defense of any claim made, suit brought or proceeding instituted against any **insured**.

As respects judgments or settlements for amounts within the Retained Limit, the **insured** shall pay such amounts directly to the claimant in compliance with the terms of the judgment or settlement. The **insured** shall pay all such amounts within the Retained Limit promptly when they are due and payable. The **company** will have no obligation under this **policy** for amounts within any Retained Limit, regardless of whether or not such Retained Limit is available or collectible.

If, however, in the **company's** opinion, a claim, suit or proceeding may exceed the Retained Limit, the **company** will have the right either to:

1. Associate with the **insured** and the **insured's** defense counsel in the investigation, settlement or defense of any such claim, suit or proceeding; or
2. Assume control of the investigation, settlement or defense of any such claim, suit or proceeding.

If the **company** exercises its right to assume control of a claim, suit or proceeding from the **insured,** the **company** will have the sole and absolute authority to settle the claim, suit or proceeding for any amount, including any amount within the Retained Limit. The **company** will advise and consult with the **insured** prior to making any such settlement; however, the **company** will have no obligation to obtain any **insured's** consent to any settlement the **company** makes that requires payment by any **insured** of any amount within the Retained Limit, and such **insured** hereby waives any claim or defense against the **company** resulting from its entering into any such settlement without such **insured's** approval.

If the claim, suit or proceeding can be settled, then, upon written request from the **company**, the **insured** shall tender such portion of the Retained Limit as the **company** may deem necessary to complete the settlement. The **company** may, at its sole option, pay any part or all of the Retained Limit to effect settlement of any claim, suit or proceeding, and, upon notification of the action taken, the **insured** shall promptly reimburse the **company** for such part of Retained Limit that has been paid by the **company**.

E. If the **company** does not exercise its right to assume control of the investigation, settlement or defense of a claim, suit or proceeding, the **insured** will be solely responsible for the investigation, settlement or defense of that claim, suit, or proceeding until after the **insured** has paid the entire amount of the Retained Limit. The **insured** shall use due diligence and prudence to settle all such claims, suits or proceedings, which, in the exercise of sound judgment, should be settled.

However, no **insured** will make or agree to any settlement in excess of the Retained Limit without the **company's** prior written consent. Any **insured's** failure to obtain such approval from the **company** will void coverage under this **policy** with respect to such **loss**.

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
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Issued to:
By:

F. Only with respect to any claims made, suits brought or proceedings instituted against any **insured** to which the Retained Limit applies, the following definition is added to the **policy:**

   Defense costs mean:

   1. Attorney fees and all other investigation, loss-adjustment and litigation expenses;
   2. Premiums on bonds to release attachments;
   3. Premiums on appeal bonds required by law to appeal any claim, suit or proceeding;
   4. Costs taxed against the **insured** in any claim, suit or proceeding;
   5. Pre-judgment interest; and
   6. Interest that accrues after entry of judgment.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

RETAINED LIMIT ENDORSEMENT – AGGREGATE EXHAUSTION
(DEFENSE COSTS DO ERODE RETAINED LIMIT)

It is agreed that:

A. In the event of exhaustion of all applicable aggregate limits of insurance within the **underlying limits**, then with respect to any other occurrence to which such **underlying limits** would have applied had they not been exhausted, the amount stated below as the Retained Limit will be added to **underlying limits**:

   Retained Limit US$_____, **[Underwriter inserts amount]** each occurrence

B. The Retained Limit will:

   1. Remain uninsured;
   2. Be reduced by **defense costs**; and
   3. Only be reduced by **loss** to which this **policy** would also apply (but for the existence of the Retained Limit).

C. With respect to any occurrences, claims made, suits brought or proceedings instituted against any **insured** to which the Retained Limit applies, Condition F. Duties In The Event Of Occurrence, Claim Or Suit under Section V - Conditions of this **policy** is deleted and replaced by the following:

   Duties in the Event of Occurrence, Claim Or Suit

   1. The **insured**, as a condition precedent to the obligations of the Company under this **policy**, must see to it that the **company** is notified as soon as practicable of an occurrence that may result in a claim, suit or proceeding that may exceed the Retained Limit. Written notice should be mailed or delivered to the **company** at the address stated in Item 8. (a) of the Declarations.

   2. To the extent possible, notice should include:

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

      Notice of an occurrence is not notice of a claim.

   3. If a claim is made, suit brought, or proceeding instituted against any **insured** which is reasonably likely to involve this **policy**, the **insured** must:

      a) Immediately record the specifics of the claim, suit or proceeding and the date received;
      b) See to it that the **company** receives written notice of the claim, suit or proceeding as soon as practicable. Written notice should be mailed or delivered to the **company** at the address stated in Item 8. (a) of the Declarations.

   4. The **insured** must:

      a) Immediately send the **company** copies of any demands, notices, summonses or legal papers received in connection with the claim, suit or proceeding;

b) Authorize the **company**, upon its request, to obtain records and other information;
c) Cooperate with the **company** in the investigation, settlement or defense of the claim, suit or proceeding; and
d) Assist the **company** in the enforcement of any right against any person or organization that may be liable to any **insured** because of injury or damage to which this **policy** may also apply.

D. The **company** shall have the right, but not the duty, to participate in, or assume control of, the investigation, settlement or defense of any claim made, suit brought or proceeding instituted against any **insured**.

As respects settlements or judgments for amounts within the Retained Limit, the **insured** shall pay such amounts directly to the claimant in compliance with the terms of the settlement or judgment. The **insured** shall pay all amounts within the Retained Limit promptly when they are due and payable. The **company** will have no obligation under this **policy** for amounts within any Retained Limit, regardless of whether or not such Retained Limit is available or collectible.

If, however, in the **company's** opinion, a claim, suit or proceeding may exceed the Retained Limit, the **company** will have the right either to:

1. Associate with the **insured** and the **insured's** defense counsel in the investigation, settlement or defense of any such claim, suit or proceeding; or
2. Assume control of the investigation, settlement or defense of any such claim, suit or proceeding.

If the **company** exercises its right to assume control of a claim, suit or proceeding from the **insured,** the **company** will have the sole and absolute authority to settle the claim, suit or proceeding for any amount, including any amount within the Retained Limit. The **company** will advise and consult with the **insured** prior to making any such settlement; however, the **company** will have no obligation to obtain any **insured's** consent to any settlement the **company** makes that requires payment by any **insured** of any amount within the Retained Limit, and such **insured** hereby waives any claim or defense against the **company** resulting from its entering into any such settlement without the **insured's** approval.

If the claim, suit or proceeding can be settled, then upon written request from the **company**, the **insured** shall tender such portion of the Retained Limit as the **company** may deem necessary to complete the settlement. The **company** may, at its sole option, pay any part or all of the Retained Limit to effect settlement of any claim, suit or proceeding, and, upon notification of the action taken, the **insured** shall promptly reimburse the **company** for such part of Retained Limit that has been paid by the **company**.

E. If the **company** does not exercise its right to assume control of the investigation, settlement or defense of a claim, suit or proceeding, the **insured** will be solely responsible for the investigation, settlement or defense of that claim, suit, or proceeding until after the **insured** has paid the entire amount of the Retained Limit. The **insured** shall use due diligence and prudence to settle all such claims, suits or proceedings, which, in the exercise of sound judgment, should be settled.

However, no **insured** will make or agree to any settlement in excess of the Retained Limit without the **company's** prior written consent. Any **insured's** failure to obtain such approval from the **company** will void

coverage under this **policy** with respect to such **loss**.

F. Only with respect to any claims made, suits brought, or proceedings instituted against any **insured** to which the Retained Limit applies, the following definition is added to the **policy**:

Defense costs:

1. Mean:

   a) Reasonable attorney fees and other reasonable investigation, loss-adjustment and litigation expenses;
   b) The cost of bonds required to:
      i. Appeal judgments (in connection with the initiation and continuation of any appeal agreed to by the **company**); or
      ii. Release attachments;
      But only for bond amounts within the Retained Limit;
   c) Costs taxed against the **insured** in a suit or proceeding;
   d) Pre-judgment interest on that part of a judgment within the Retained Limit; and

2. Do not include any:

   a) Attorney fees, litigation expenses, or other loss, cost or expense in connection with any injunction or other equitable relief;
   b) Fine or penalty;
   c) Salaries or expenses of any **insured's** employees, directors, managers, members, officers, partners, or workers (whether or not an employee);
   d) Consideration owed or paid to any loss-adjusting representative of any **insured**; or
   e) Interest that accrues after the entry of a judgment, other than such interest on the part of a judgment that is within the Retained Limit in connection with the initiation and continuation of an appeal of such judgment agreed to by the **company**.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
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Issued to:
By:

RIP AND TEAR EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of the:

A. Removal of concrete or concrete products from any structure or building due to defective concrete or due to improperly mixed, manufactured, poured, formed, cured or installed concrete;

B. Replacement of forms, reinforcements, piping or wiring that are damaged or destroyed during the course of removing defective concrete or concrete products; or

C. Return of any structure or building to the condition that existed prior to the removal of concrete or concrete products as described in paragraph A. above.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
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Issued to:
By:

SCHEDULE OF NAMED INSUREDS

It is agreed that Item1. (a) of the Declarations is amended to include the persons or organizations listed in the Schedule below:

Schedule:

[Insert Named Insured]
[Insert Named Insured]
[Insert Named Insured]
[Insert Named Insured]
[Insert Named Insured]
[Insert Named Insured]
[Insert Named Insured]
[Insert Named Insured]
[Insert Named Insured]
[Insert Named Insured]

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

SCHEDULE OF UNDERLYING INSURANCE

Type of Coverage	Insurer Policy Number Policy Period	Limits of Insurance	
1.		US$	Each Occurrence Limit
		US$	Products-Completed Operations Aggregate Limit
		US$	Other Aggregate Limit (where applicable)
2. *(excess of item 1. above)*		US$	Each Occurrence Limit
		US$	Products-Completed Operations Aggregate Limit
		US$	Other Aggregate Limit (where applicable)
3. *(excess of item 1. & 2. above)*		US$	Each Occurrence Limit
		US$	Products-Completed Operations Aggregate Limit
		US$	Other Aggregate Limit (where applicable)
4. *(excess of items 1., 2. and 3. above)*		US$	Each Occurrence Limit
		US$	Products-Completed Operations Aggregate Limit
		US$	Other Aggregate Limit (where applicable)

Defense costs:
☐Erode ☒Do not erode
The Limits of Insurance listed in the Schedule above.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

SECURITIES, ANTITRUST, ETC. EXCLUSION

I. It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of:

A. The purchase, sale or distribution of securities or offers to purchase or sell securities, or investment counseling or management, including, but not limited to, liability under, or imposed by, the Securities Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Public Utility Holding Company Act of 1935, the Investment Company Act of 1940, the Investment Advisers Act of 1940, and the so-called "blue-sky" laws of the various states or other jurisdictions;

B. Trust, monopoly, activity in restraint of trade; unfair methods of competition or deceptive acts and practices in trade and commerce including, but not limited to, liability under, or imposed by, the Sherman Act, the Clayton Act, the Robinson-Patman Act, the Federal Trade Commission Act, the Lanham Act and the Hart-Scott-Rodino Antitrust Improvements Act;

C. Fraud or breach of fiduciary duty;

D. Criminal penalties;

E. The failure to pay when due any governmental tax including:

1. Income, excise, property, value-added or sales tax; or
2. Tariff, license, fee that is incidental to the conduct of business; or

Any assessment, fine or penalty related to 1. or 2. above;

F. Infringement of copyright, patent, trademark, trade secret or other intellectual property rights, except for the infringement, in the **insured's** advertisement, of copyright, trade dress or slogan;

G. Any defect in, or impairment to, title to real property, including fixtures, whether or not owned by an **insured**;

H. Disclosure relating to, or other regulation of, sales of or offers to sell, real property;

I. Employee, officer or director dishonesty.

II. It is agreed that this **policy** does not provide coverage for any liability of an employee, officer or director of an organization to such organization.

III. No inference will be made from the express exclusion of liability, **loss**, cost or expense in this exclusion that this **policy** would otherwise provide coverage for such, or similar, liability, **loss**, cost or expense.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

SEVERAL LIABILITY FOR QUOTA SHARE COVERAGE

It is agreed that:

A. Item 4. Limits Of Insurance of the Declarations is hereby deleted and replaced with the following:

ITEM 4. LIMITS OF INSURANCE:

_____% **[Insert percentage]** of:

US$	**[Insert amount]**	Each Occurrence Limit
US$	**[Insert amount]**	Products-Completed Operations Aggregate Limit
US$	**[Insert amount]**	Other Aggregate Limit (where applicable)

Up to a maximum of:

(a)	US$	**[Insert amount]**	Each Occurrence Limit
(b)	US$	**[Insert amount]**	Products-Completed Operations Aggregate Limit
(c)	US$	**[Insert amount]**	Other Aggregate Limit (where applicable)

B. The **company's** liability for **loss** under this **policy** is solely for its percentage, or quota, share of the applicable Limits Of Insurance as stated in Item 4. of the Declarations. Further, the **company's** liability is several and not joint, and, in no event will the **company** be liable for the percentage, or quota, share of any other insurer or organization participating on the same layer of coverage as this **policy**.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

SEXUAL ABUSE OR MOLESTATION EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of:

A. The actual, threatened or alleged:

1. Sexual abuse;
2. Sexual molestation;
3. Sexual assault;
4. Sexual victimization;
5. Physical abuse;
6. Physical assault, or
7. Coercion to engage in sexual activities;

Of any person by any employee, assistant, volunteer or member of any **insured**;

B. Any injury resulting from the actual, threatened or alleged acts listed in A.1. through A. 7. above; or

C. The negligent employment; investigation; supervision; reporting to the proper authorities, or failure to so report, or retention, of any employee, assistant, volunteer or member of any **insured** whose conduct would be excluded by paragraph A. above.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

SILICA OR SILICA-RELATED DUST EXCLUSION

It is agreed that this **policy** does not provide coverage for:

A. Any liability, **loss**, cost or expense based upon, resulting directly, or indirectly, from, arising in whole, or in part, out of or in any way involving the mining, manufacture, distribution, sale, installation, removal, utilization, ingestion, inhalation or existence of, or exposure to, **silica** in any form, **silica-related dust** or any products or materials containing **silica** or **silica-related dust**; or

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, **silica** in any form, **silica-related dust** or any products or materials containing **silica** or **silica-related dust**, by any **insured** or by any other person or organization.

Silica means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

Silica-related dust means a mixture or combination of **silica** and other dust or particles.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

SILICONE EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense based upon, resulting directly, or indirectly, from, arising in whole, or in part, out of or in any way involving the manufacture, distribution, sale, installation, removal, utilization, ingestion, inhalation or existence of, or exposure to, silicone contained in any material or any product injected or implanted or otherwise introduced into the human body.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

SILICONE EXCLUSION WITH EXCEPTION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense based upon, resulting directly, or indirectly, from, arising in whole, or in part, out of or in any way involving the manufacture, distribution, sale, installation, removal, utilization, ingestion, inhalation or existence of, or exposure to, silicone contained in any material or any product injected or implanted or otherwise introduced into the human body.

This exclusion does not apply to injury or damage that results solely and directly from the non-silicone portion of any such material or product.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

SUBSIDENCE EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense based upon; resulting directly, or indirectly, from; arising in whole, or in part, out of or in any way involving the **subsidence** of land.

Subsidence means earth movement including, but not limited to, landslide, mudflow, earth sinking, earth rising, or earth shifting.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

SUNRISE COVERAGE

A. It is agreed that injury or damage which occurs, or an offense that is committed, prior to the Policy Period of this **policy**, but not before the Retroactive Date stated below, will be deemed to have occurred, or to have been committed, during the Policy Period of this **policy**, but only if:

1. Such occurrence or offense:

   a) Is not covered in excess of the greater of the two amounts specified under B. 1. or B. 2. below by any policy that was effective prior to the Policy Period of this **policy**, and

   b) Would otherwise have been covered by this **policy**, had such injury or damage actually occurred, or such offense actually been committed, during the Policy Period of this **policy**;

2. Prior to the Policy Period of this **policy** the Named **Insured** was not aware of such occurrence or offense.

   Regardless of any other provision of this **policy**, the Named **Insured** will be deemed to have been aware of such occurrence or offense if any executive officer of any **insured** or any manager or equivalent-level employee in any **insured's** risk management, insurance or law, legal, or general counsel department was aware of such occurrence or offense (or of any injury or damage arising out of such offense) irrespective of whether or not such person was aware that such occurrence or offense (or any injury or damage arising out of such offense) was likely to involve this **policy**.

   To the extent any person, described in the paragraph above, was aware, prior to the Policy Period of this **policy**, of any such occurrence or offense (or of any injury or damage arising out of such offense), then any continuation, change or resumption of such occurrence or offense (or any injury or damage arising out of such offense) subsequent to the Policy Period of this **policy** will be deemed to have occurred, or to have been committed, and to have been known by the Named **Insured,** prior to the Policy Period of this **policy**; and

3. The **insured** gives written notice, as soon as practicable, to the **company** at the address indicated in Item 8. (a) of the Declarations of any occurrence or offense (or any claim, suit or proceeding arising out of such occurrence or offense) in accordance with the requirements of this **policy**.

B. Regardless of any other provision of this **policy** and solely with respect to any coverage that is provided by this Endorsement, this **policy** applies only in excess of the greater of:

1. **Underlying limits**; or

2. A Retained Limit of $ **[Insert amount]** each occurrence (or offense).

   The Retained Limit will:

   a) Not be reduced by **defense costs**; and
   b) Only be reduced by judgments or settlements to which this **policy** would also apply (but for the existence of the Retained Limit).

   Only with respect to an occurrence or offense to which the Retained Limit

Endorsement No.:
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By:

stated above applies, the following definition is added to the **policy:**

Defense costs mean:

i. Attorney fees and all other investigation, loss-adjustment and litigation expenses;
ii. Premiums on bonds to release attachments;
iii. Premiums on appeal bonds required by law to appeal any claim, suit or proceeding;
iv. Costs taxed against the **insured** in any claim, suit or proceeding;
v. Pre-judgment interest; and
vi. Interest that accrues after entry of judgment.

As respects judgments or settlements for amounts within the Retained Limit, the **insured** shall pay such amounts directly to the claimant in compliance with the terms of the judgment or settlement. The **insured** shall pay all amounts within the Retained Limit promptly when they are due and payable. The **company** will have no obligation under this **policy** for amounts within any Retained Limit, regardless of whether or not such Retained Limit is available or collectible.

No **insured** will make or agree to any settlement in excess of the Retained Limit without the **company's** prior written consent. Any **insured's** failure to obtain such approval from the **company** will void coverage under this **policy** with respect to such occurrence or offense.

C. Solely with respect to any coverage provided by this Endorsement, the Retroactive Date stated in Item 3. of the Declarations is amended to read as follows:

[Insert Retroactive Date that is applicable to Sunrise Coverage]

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

SUPPLEMENTAL EXTENDED REPORTING PERIOD

A. It is agreed that this Supplemental Extended Reporting Period Endorsement is provided in accordance with the Extended Reporting Periods Endorsement that is attached to this **policy**.

Additional Premium: **$[Insert additional premium for Supplemental Extended Reporting Period]**

B. The following paragraph is added to condition I. Other Insurance under Section V – Conditions:

This **policy** is excess over any insurance, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Supplemental Extended Reporting Period of this **policy** begins.

C. This Endorsement will not take effect unless the Additional Premium for it, as stated above, is paid when due. If that premium is paid when due, this Endorsement may not be cancelled.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

TOBACCO PRODUCTS EXCLUSION

It is agreed that this **policy** does not provide coverage for:

A. Any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of the actual or alleged emergence, contraction, aggravation or exacerbation of any form of cancer, carcinoma, cancerous or precancerous condition, arteriosclerosis, heart disease or any other injury, sickness, disease, or condition of the human body as a result of the consumption or use of, or exposure to the consumption or use of, any **tobacco products** manufactured, sold, handled or distributed by, for, or on behalf of any **insured**; or

B. 1. The investigation or defense of any claim made, suit brought, or proceeding instituted against any **insured**;

   2. Any cost, fine or penalty; or

   3. Any other expenses or **loss**;

   Related to any of the above.

Tobacco products include:

A. Raw or cured tobacco;
B. Cigars;
C. Cigar wrappers;
D. Cigar filters;
E. Pipe tobacco;
F. Snuff tobacco or chewing tobacco;
G. Smokeless tobacco products;
H. Cigarettes;
I. Cigarette paper;
J. Cigarette filters;
K. Tobacco smoke or other gaseous or solid residues or by-products of tobacco use or consumption; and
L. Any chemical, mineral or other products sprayed on, applied to or customarily found within or used in conjunction with any tobacco product.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

00277 (11/05)

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

TOBACCO PRODUCTS EXCLUSION WITH HOSTILE FIRE EXCEPTION

I. It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of the consumption or use of, or exposure to the consumption or use of, any **tobacco products** manufactured, sold, handled or distributed by, for, or on behalf of any **insured**.

II. This exclusion does not apply to bodily injury or property damage that is caused directly by heat, smoke or fumes from a **hostile fire** ignited by lighted **tobacco products**.

Tobacco products include:
A. Raw or cured tobacco;
B. Cigars;
C. Cigar wrappers;
D. Cigar filters;
E. Pipe tobacco;
F. Snuff tobacco or chewing tobacco;
G. Smokeless tobacco products;
H. Cigarettes;
I. Cigarette paper;
J. Cigarette filters;
K. Tobacco smoke or other gaseous or solid residues or by–products of tobacco use or consumption; and
L. Any chemical, mineral or other products sprayed on, applied to or customarily found within or used in conjunction with any tobacco product.

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

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

TOTAL POLLUTION EXCLUSION

I. It is agreed that this **policy** does not provide coverage for:

A. Any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of any actual, alleged or threatened **discharge** of **pollutants**; or

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**.

II. Paragraph I. above applies whether or not such **discharge** of such **pollutants**:

A. Results from any **insured's** activities or the activities of any other person or organization;

B. Is sudden, abrupt, gradual, accidental, unexpected or unintended; or

C. Arises out of, or relates to, industrial operations or the **waste** or by-products thereof.

As used in this exclusion:

A. **Discharge** means discharge, dispersal, emission, seepage, migration, release or escape.

B. **Pollutants** means any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and **waste**, which may, does, or is alleged to affect adversely the environment, property, persons or animals.

C. **Waste** means all waste and includes, but is not limited to, materials to be discarded, stored pending final disposal, recycled, reconditioned or reclaimed.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

TOTAL POLLUTION EXCLUSION WITH BUILDING HEATING, COOLING & DEHUMIFYING EQUIPMENT AND HOSTILE FIRE EXCEPTIONS

I. It is agreed that this **policy** does not provide coverage for:

A. Any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of any actual, alleged or threatened **discharge** of **pollutants**; or

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**.

II. Paragraph I. above applies whether or not such **discharge** of such **pollutants**:

A. Results from any **insured's** activities or the activities of any other person or organization;

B. Is sudden, abrupt, gradual, accidental, unexpected or unintended; or

C. Arises out of, or relates to, industrial operations or the **waste** or by-products thereof.

III. This exclusion does not apply to:

A. Bodily injury if sustained within a building which is, or was at any time, owned or occupied by, or rented or loaned to, any **insured** and caused by smoke, fumes, vapor or soot produced by, or originating from, equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or

B. Bodily injury or property damage arising out of heat, smoke or fumes from a **hostile fire** unless that **hostile fire** occurred or originated:

1. At any premises, site or location which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of **waste**; or

2. At any premises, site or location on which any **insured** or any contractors or subcontractors working directly or indi-rectly on any **insured's** behalf are per-forming operations to test for, monitor, clean up, remove, contain, treat, detox-ify, neutralize or in any way respond to, or assess the effects of, **pollutants**.

As used in this exclusion:

A. **Discharge** means discharge, dispersal, emission, seepage, migration, release or escape.

B. **Hostile fire** means one that becomes uncontrollable or breaks out from where it is intended to be.

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
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Issued to:
By:

C. **Pollutants** means any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and **waste**, which may, does, or is alleged to affect adversely the environment, property, persons or animals.

D. **Waste** means all waste and includes, but is not limited to, materials to be discarded, stored pending final disposal, recycled, reconditioned or reclaimed.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

TOTAL POLLUTION EXCLUSION WITH HOSTILE FIRE EXCEPTION

I. It is agreed that this **policy** does not provide coverage for:

A. Any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of any actual, alleged or threatened **discharge** of **pollutants**; or

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**.

II. Paragraph I. above applies whether or not such **discharge** of such **pollutants**:

A. Results from any **insured's** activities or the activities of any other person or organization;

B. Is sudden, abrupt, gradual, accidental, unexpected or unintended; or

C. Arises out of, or relates to, industrial operations or the **waste** or by-products thereof.

III. This exclusion does not apply to bodily injury or property damage arising out of heat, smoke or fumes from a **hostile fire** unless that **hostile fire** occurred or originated:

A. At any premises, site or location which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of **waste**; or

B. At any premises, site or location on which any **insured** or any contractors or subcontractors working directly or indirectly on any **insured's** behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, **pollutants**.

As used in this exclusion:

A. **Discharge** means discharge, dispersal, emission, seepage, migration, release or escape.

B. **Hostile fire** means one that becomes uncontrollable or breaks out from where it is intended to be.

C. **Pollutants** means any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and **waste**, which may, does, or is alleged to affect adversely the environment, property, persons or animals.

D. **Waste** means all waste and includes, but is not limited to, materials to be discarded, stored pending final disposal, recycled, reconditioned or reclaimed.

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

TRANSMISSIBLE SPONGIFORM ENCEPHALOPATHY (TSE) EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of:

A. Any form of transmissible spongiform encephalotory (TSE) including, but not limited to:

1. Bovine spongiform encephalopathy (BSE);
2. Chronic wasting disease (CWD);
3. Creutzfeldt-Jakob disease;
4. New Variant Creutzfeldt-Jakob disease (nv-CJD);
5. Scrapie;
6. Feline spongiform encephalopathy (FSE); or
7. Transmissible mink encephalopathy; or

B. Any:

1. Supervision, instructions, recommendations, warnings, treatment or advice given, or which should have been given, in connection with;

2. Preventative measures taken, or which should have been taken, in connection with; or

3. Testing, or failure to test, for the presence of;

The diseases in A. above.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

VACCINE EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of the manufacture, distribution, sale, utilization, implantation, removal, ingestion, inhalation or existence of, or exposure to, vaccines.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

WARRANTY EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of, or under the terms of, any warranty agreement or contract provided by any **insured**, or on any **insured's** behalf, to its customers

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

WATER SEEPAGE, LEAKAGE OR INTRUSION EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of water seepage, leakage or intrusion, provided that such water seepage, leakage or intrusion is a result of any **insured's** work or product with respect to any **exterior wall application**.

Exterior wall application means any exterior wall finish, and all components therein, whether pre-fabricated or applied or assembled on site, including, but not limited to, flashings, caulkings or sealants used on any part of any structure.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
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Issued to:
By:

WELDING EMISSIONS AND WELDING EQUIPMENT EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense based upon, resulting directly, or indirectly, from, arising in whole, or in part, out of or in any way involving the ingestion, inhalation or existence of, or exposure to, smoke, vapor, soot, fumes, residue, minerals, chemicals or any other substances, in any form, emitted by, or produced through, the use of:

A. Welding equipment, welding rods or cutting torches; or

B. Any other substances used in conjunction with welding equipment, welding rods or cutting torches.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

WHO IS AN INSURED
CONSOLIDATED ORGANIZATIONS

It is agreed that Section III – Who Is An Insured of the **policy** is deleted in its entirety and replaced by the following:

SECTION III – WHO IS AN INSURED

The following persons and organizations qualify as **insureds**:

A. The Named **Insured** designated in Item 1. (a) of the Declarations;

B. Any subsidiary or affiliate of the Named **Insured** whose accounts as of the date of the financial statements of the Named **Insured** submitted to the **company** most recently prior to the rating of the premium for the Policy Period of this **policy**:

   1. Are consolidated in the financial statements of the Named **Insured** in accordance with U.S. generally accepted accounting principles ("GAAP"); or

   2. Were eligible for such consolidation (or in the case of a non-United States Named **Insured** would have been consolidated or eligible for consolidation under GAAP) and whose financial statements were submitted to the **company** with such financial statements of the Named **Insured** as of such date;

   But only if such organization qualifies as an insured in every policy of **underlying excess insurance** and every applicable policy of **underlying primary insurance**;

C. Any person or organization (other than a person or organization included in D. below) qualifying as an insured in every policy of **underlying excess insurance** and every applicable policy of **underlying primary insurance**; and

D. Any person or organization to whom any person or organization included in paragraph A. or B. above is obligated by virtue of a written contract or written agreement to provide insurance such as is afforded by this **policy**, but:

   1. Only in respect of:

      a) Operations (other than commercial insurance operations) by or on behalf of such person or organization included in paragraph A. or B. above; or
      b) Premises owned or used by such person or organization included in paragraph A. or B. above;
   2. Only if such person or organization qualifies as an insured in every policy of **underlying excess insurance** and every applicable policy of **underlying primary insurance**; and
   3. Only to the extent of such obligation and no further.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

WILLFUL OR INTENTIONAL NON-COMPLIANCE EXCLUSION

It is agreed that this **policy** does not provide coverage for any liability, **loss**, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of any willful or intentional act of non-compliance with the regulations of the U.S. Food and Drug Administration (FDA) or any corresponding foreign regulatory body even if the claims against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured.**

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance:

Endorsement No.:
This Endorsement, effective:
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.:
Issued to:
By:

WRAP-UP EXCLUSION

This **policy** does not provide coverage for any liability, **loss**, cost or expense arising out of any **insured's** ongoing operations or operations included within the products-completed operations hazard (as such hazard is defined in the Followed Policy that are insured under a consolidated (wrap-up) insurance program that has been provided by the prime contractor/project manager or owner of the construction project in which the **insured** is or was involved.

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

1. Provides coverage identical to that provided by this **policy**;
2. Has limits adequate to cover all claims; or
3. Remains in effect.

All other terms and conditions of this **policy** remain unchanged.

(Insurer Name)

By: _____

Title: _____

Date of Issuance: